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GENERAL HEADINGS.

Cases Reported this Week.

Current Topics.

Lord Robert Cecil.

PERHAPS IT IS not out of place for us to note with satisfaction that Lord ROBERT CECIL is to receive a peerage. He first became known as a barrister and he took silk in 1900. In the troubled years during and since the war he has become more widely known for his advocacy of the League of Nations, and among the English-speaking peoples his name will rank with TAFT, WILSON, and SMUTS as the founders of the new order in the world.

Lawyer-Candidates at the General Election.

THE NUMBER of barristers and solicitors coming forward as candidates to serve in Parliament at the present election is likely to be a record; they are said to exceed one-third of all who have yet been nominated. The Liberal Party, in particular, seems to be relying on youthful barristers to a quite unprecedented degree, and even the Labour Party—formally devoted to trade union agents or secretaries—has in its ranks from fifty to a hundred members of the Bar. This is a great contrast to the General Election of 1918, when service candidates predominated in all political parties; but this was a relic of *inter arma silent leges*. There seems no danger of a return to the conditions of the famous "Unlearned Parliament" in the reign of Henry VI, when lawyers were temporarily disqualified. Solicitors are fully in evidence in the present campaign—a great change from the condition of affairs some thirty years ago, when a solicitor seldom acted at a Parliamentary Election except in the capacity of an election agent.

New Divorce Rules.

THERE APPEARED in *The Times* of the 14th inst. an article from a "Legal Correspondent" giving particulars of revised Divorce Rules which, it is stated, are already in draft and will, it is expected, be shortly issued. The present rules are some 222 in number,

and are badly in need of revision. The writer referred to, however, does not seem to be aware that the matter has undergone careful and detailed examination by the Legal Procedure Committee of the Council of The Law Society, and their report is appended to the last annual report of the Council. The Committee state that it is generally admitted by all those acquainted with the administration of the law, that it is desirable that the practice in all the Civil Courts should, as far as possible, be assimilated, and they add that the disadvantage of the diversity of practice in the Probate and Divorce Courts, as compared with that of other Courts, has recently been emphasized by the trial of divorce cases at the Assizes, the possibility of the trial of undefended cases in the County Courts, and the attempts that have been made to provide for the conduct and trial of poor persons' cases. All this has shewn that it is very inconvenient to have for divorce a specialized and antique procedure which is known only to a few practitioners. Divorce is a desperate remedy—only to be allowed under strict necessity—but the law of all civilized countries allows it either directly by annulling marriage or indirectly by declaring it void, and the only result of recent changes is to place it on a fairer basis as between the sexes, and to make it available for poor as well as rich. It follows that rules which may have worked indifferently well when divorce practice was a close preserve are useless now that every practitioner may require to take it up.

The Law Society and new Divorce Rules.

THE SUGGESTIONS of The Law Society's Committee were based upon the above principle. "In the trial of divorce cases," they said, "the facts are generally very short, and there is nothing to require that these cases should be dealt with by any special tribunal or under any special procedure." The present rules date from 1865 and the changes made in them from time to time leave them in a confused state. It appears that no complete official copy exists, and the Committee had great difficulty in obtaining a copy at all. But the Committee went through them, making numerous suggestions, and concluded their report as follows:—

> We recommend that the rules governing the procedure of the Probate Court in contentious matters should be revised, altered and consolidated with a view of assimilating the practice to that of the Chancery Division and facilitating the trial of cases by any of the Judges of that Division and if thought desirable of consolidating the staff of the two Divisions.

Until the new rules, which it seems are in course of preparation, are published, it cannot be said how far the recommendations of the Committee, in principle and in detail, have been adopted, but according to *The Times*' article they "furnish a complete and authoritative code of procedure framed in language simple and direct. They have the merit of brevity; the rules are reduced in number from 222 to 98. They introduce amendments of considerable interest and importance," and in matters of practice or procedure, which are not governed by statute, or dealt with by the Divorce Rules, it is anticipated that the R.S.C. will apply. Under s. 53 of the Matrimonial Causes Act, 1857, the rule-making power is vested in the Divorce Court and this is not altered by the Judicature Acts: see Act of 1875, s. 18. But this is as much out-of-date as the existing rules. The assimilation of the rules to those of the other civil courts carries with it as a corollary the transfer of the rule-making power to the Rule Committee, and the rules should take their place in the ordinary practice books.

The New Workmen's Compensation Act.

THE BRIEF Autumn session of Parliament was devoted, as regards legislation, to the passing of the Workmen's Compensation (No. 2) Bill, which was introduced by the Home Secretary in the House of Commons, read a second time on 30th May, and sent to a Standing Committee. It was based on the Report of the Departmental Committee of 1919-20, of which Mr. HOLMAN GREGORY, K.C., was Chairman, and it was stated by Mr. LOCKER-LAMPSON, who made the Second Reading opening speech in the absence of Mr. BRIDGEMAN, that it was the first step towards consolidation of the Workmen's Compensation Acts. The legal difficulties which have arisen in the application of the Acts are well known. They are writ large in the Law Reports, and we observe with interest that Mr. WALSH, in the debate on the 14th inst., spoke in appreciative terms of the work of lawyers. "In respect of the Workmen's Compensation Acts they have done magnificently. They have come to the aid of the injured workman in a magnificent manner. With twenty-six years' knowledge of the working of these laws, I have nothing but praise for the lawyers." So the work of the lawyers in attempting to apply the difficult words "arising out of and in the course of employment" is not unappreciated, and the Committee did not recommend any change in the phrase. But the words have left without compensation some very hard cases, and the new Act goes further than the Report, and allows compensation for an accident resulting in death or serious disablement, notwithstanding that the workman was at the time when the accident happened acting in contravention of some statutory or other regulation, or of his employer's orders, if such act was done by the workman for the purposes of and in connection with his employer's trade or business.

The Amendments made by the new Act.

THE WORDS just referred to—"arising out of and in the course of the employment"—are the most important words in the Act of 1906, and they have been adopted in the corresponding legislation in the United States. Considering the extent of judicial interpretation which they have received, the general view of county court judges was stated to the Committee to be against any attempt to substitute a fresh form of words. The Committee made recommendations as to compulsory insurance and State supervision of premiums, which the new Act does not carry out. But it makes changes which at once increase the amount of compensation and facilitate the obtaining of it, and the classes of workmen who can benefit are extended. Thus the system is extended to "share" fishermen, to taxi-cab and other cab drivers, to persons casually employed in connection with games, *e.g.*, golf caddies, and to persons employed in British ships, but not as regular seamen. Provision is made for posting up, in factories, workshops and other places, a summary of the statutory requirements as to notices of accident and the procedure for claiming compensation, and the want of, or any defect or inaccuracy in, the notice is not to be a bar to recovery of compensation, if the employer is proved to have had knowledge of the accident from any source at or about the time of the accident. Additional powers are conferred on county courts with respect to registration of agreements; the "waiting period" is reduced; "dependency" is explained; and provision is made for first-aid requisites being kept at every factory. As stated in our Parliamentary summary, several new clauses have been introduced and amendments made, and at present the text of the Act is not available. When it is, we propose to print it and comment on it more in detail.

The Pricking of Sheriffs.

THE ceremony of "Pricking the Sheriffs," which took place a week ago, recurs in the Lord Chief Justice's Court each year, yet few barristers or solicitors appear to have personally been spectators of it. It is interesting to note the constitutional capacity in which the Chancellor of the Exchequer acts when thus engaged. He does not act as second of the Lords Commissioners to execute the office of Lord High Treasurer, for the Lord High Treasurer as such was never a member of the old Court of Exchequer, and if he had been, he could only be represented by the First Lord of the Treasury, who is Senior Commissioner. Nor does the Chancellor act, by virtue of his own patent of office, as a Minister. His jurisdiction is based on the historical fact that he was, in pre-Judicature Act days, a member of the Court of Exchequer, although not in a judicial capacity, and the Court still exists for this purpose, although its judicial functions as part of the *Curia Regis* have been merged

since 1875 in the High Court of Justice. The old Court consisted of the Chief Baron, the Chancellor and the lesser Barons of the Exchequer. The Chancellor was the Secretary and Registrar of the Court in the days of its origin, and as such exercised functions of a ministerial and quasi-judicial character, including that of hearing applications from landowners desiring to be excused compulsory service as Sheriffs. His position in the Court was in medieval times precisely analogous to that of the Chancellor in a Cathedral Chapter, of the Master of the Rolls in the Lord Chancellor's Chancery (not then a court), and of the Lord Advocate in the Scots Court of Session. The historical development of these personages has become rather diverse. The Bishop's Chancellor has become Judge of the Consistory Court with exclusive rights to exercise functions of a judicial nature formerly vested in the Bishop himself as Ordinary. The Master of the Rolls has become a Judge of the highest station. The Lord Advocate is now purely a law-officer, although he is still technically second member of the Court of Session, and has a seat within the bar which separates Bench from Advocates. In pre-Judicature Act days the Chancellor exercised his functions of Sheriff-selecting in a special assembly of the Court of Exchequer, attended by the puisne Barons, but not by the Lord Chief Baron, and acted merely as President for the day of a full court. Nowadays he acts in his own right, being the only member of the court not merged in the Supreme Court of Judicature; but as a matter of courtesy and ceremony he is still assisted by one or two of the Common Law Judges. Probably, however, these are mere spectators or advisers, and cannot be regarded as representing the puisne Barons of the Exchequer.

The Ambiguous "Corona" Cigar.

THAT THE far-reaching decision of RUSSELL, J., in the case of *Havana Cigar and Tobacco Factories Limited* v. *Oddenino*, has been substantially upheld by the Court of Appeal, *Times*, 20th November, will probably cause little surprise to those who are interested in the tobacco industry. More flagrant ambiguity than that which has lately been associated with the word "Corona" in connection with cigars can seldom have been encountered in other departments of life. The publicity already given to this case, whatever the decision of the Court of Appeal might have been, would have gone far towards dispelling the latent uncertainty respecting the matter, out of which the expert was in a position to derive considerable benefit. Many of us have neither the time nor the inclination to become true connoisseurs of the various brands of cigars in existence; but it will be a source of satisfaction to those of us who, while perhaps ourselves refraining from indulging in cigars, wish to have a brand available for our friends, to know that in future, if we ask for "Corona" cigars, we shall not run the risk of receiving some other brand of cigars which are merely "Coronas" in dimension. Now that it has been declared essential that, in transactions of this kind, a vendor, before providing a purchaser who asks for a "Corona" cigar, with a cigar of "Corona" dimensions, manufactured by another firm, shall ascertain that he is not asking for a cigar of the "Corona" brand, the ambiguity will disappear in honest transactions. The fact that the Court has been careful in this test action to absolve the nominal defendant from any possible imputation of *mala fides*, shows that hitherto the ambiguous nature of transactions of this kind has not *primâ facie* been involved in an atmosphere of dishonesty. Indeed, now that the matter has been thoroughly probed, it seems that the halo of doubt encircling the word "Corona" has been almost as nebulous as that which encircled the word "sardine." But etiquette will still demand that the meaning of our host, when he offers to produce a "Corona" for our consumption, shall remain obscure until after its acceptance.

The appointment of Sir Robert Younger, Lord Justice of Appeal, to be a Lord of Appeal in Ordinary, is gazetted, and it is announced that the King has granted to him the dignity of a Baron for life by the style and title of Baron Blanesburgh of Alloa, in the County of Clackmannan.

Reforms in Company Law.

WE PRINT on another page extracts from the interesting lecture on "Sixty Years of Company Registration," delivered on the 13th inst. by Mr. HERBERT W. JORDAN to the Secretaries Association. The part we have selected comprises Mr. JORDAN'S suggestions for the reform of Company Law, and we regret that we have not space to give his sketch of the development of the law both before and since the Companies Act, 1862. In fact throughout the nineteenth century the Legislature was seeking to give facilities for joint stock enterprise, hardly realizing the extent to which such enterprise was destined to be carried.

Registration of companies was introduced in 1844, and Mr. JORDAN observes that one section of the Companies Act of that year provided that the promoters of a proposed company could appoint a solicitor to make the necessary returns, and that they thereby escaped liability to penalties. In the event of default in the returns, the solicitor paid the penalty, and not only could he be fined, but he might be suspended from practice. In 1845 came the Companies Clauses Act, but this dealt with public undertakings. The starting point of the modern development of Company Law was the Act of 1855 which introduced the principle of limited liability. By this Act a company formed under the Act of 1844 could alter its Deed of Settlement so as to comply with the new requirements, and enable it to obtain a certificate of registration with limited liability. The question which exercised the promoters of the Act was how the fact of limitation of liability could be published to the world. Things are less obvious before than after the event, and it appears that the credit of the addition of the word "Limited" was due to Lord BRAMWELL. In the following year the Joint Stock Companies Act, 1856, re-arranged the statutory regulations for registration and limitation of liability, and introduced the Memorandum and Articles of Association in substitution for the Deed of Settlement, and this period of development closed with the re-enactment of Company Law on the same lines by the Act of 1862.

As is well known, it was under this last Act that the formation of companies went on by leaps and bounds, but at first the procedure was only considered suitable for important businesses. In 1863-65 the companies registered were 2,630, with a total nominal capital of £569,170,997. If, says Mr. JORDAN, the record of registrations for the present year is maintained, some 7,853 companies will have been registered by 31st December, but the aggregate capital will be only about £102,933,000. Thus seven or eight companies are now registered for every one registered sixty years ago, and the average capital has shrunk from £216,415 to £13,107. For this drop in capital Mr. JORDAN assigns two reasons: (1) The original companies were more or less of a public character, and (2) no capital duty was payable on registration. The first point has been reversed by the rapid growth of the private company; and the second has been changed by the capital duty, first imposed in 1891 at the moderate rate of 2s. per £100, increased to 5s. in 1899, and to what may be called the exorbitant rate of £1 per cent. in 1920. But then all present-day taxes have a way of being exorbitant. The progressively increasing popularity of the joint stock system is shewn by the statistics. Registrations reached high-water mark in 1920, when 10,087 companies were registered with an aggregate capital of £559,299,697. The figures are Mr. JORDAN'S, and he says that "the combined effect of the depression in trade, and the quadrupling of the capital duty, the doubling of the duty on the transfer of shares, and the imposition of the Corporation Profits Tax by the Finance Act, 1920" has arrested the progress.

One of the most interesting parts of Mr. JORDAN'S Lecture is that in which he deals with the development of private companies, a development which only commenced about 1870. No statutory difference between public and private companies existed till 1907. But the convenience of enabling the machinery of companies to be used for private businesses was recognized by the Company Law Amendment Committee of 1894, and the Committee of 1905,

of which Lord LOREBURN (then Sir ROBERT REID) was Chairman, was so favourable to this development that it recommended the exemption from stamp duty of transfers of businesses to private companies. This Committee suggested the definition of private company which was in substance adopted by the Companies Act, 1907, and is now incorporated in the Act of 1908. The question of private companies was also considered by Lord WRENBURY's Committee in 1918, with the result that the Report states: "The private company might no doubt be used for the purposes of fraud, but there is no evidence before us that it is so used. It has been on its trial for about ten years. We think it has up to the present justified its existence and should be left undisturbed." Mr. JORDAN cites passages from the judgment of YOUNGER, L.J., whom we must now call Lord BLANESBURGH, in *Sansom's Case*, 1921, 2 K.B., p. 513, where he pointed out that the Legislature, so far from discouraging private companies, has granted them special privileges, though, as the result of that case, the Finance Act, 1922, imposed on them or their members special liabilities for super-tax. Since 1862 various amendments have been made in Company Law. Facilities have been given for reduction of capital; for removing defunct companies from the Register; and for enlarging the scope of the Memorandum of Association; and the liabilities of directors and promoters have been increased and made more readily enforceable. Equally important are the provisions for the registration of debentures and of specific mortgages on land. All these and other changes are now incorporated in the Consolidation Act of 1908, and some minor alterations have been made by subsequent statutes.

Mr. JORDAN points out in the part of his lecture which we print elsewhere the recent tendency to amalgamation of companies engaged in extensive business, either by actual amalgamation or by the acquisition by company A of a controlling influence in company B. He sees the danger that this may lead to "trusts," and to the undue exploitation of the public, and while he regards the process as favourable to trade, he recognizes that legislation may be needed to safeguard the interests of the community. Hitherto the reports of the Company Law Amendment Committees have shared the fate of many other reports; they have been to a large extent ignored by Parliament. But Mr. JORDAN makes a series of recommendations of his own which will be read with interest. The question of eluding the requirements as to prospectuses by the device of "offers of sale" we referred to last week. The provisions for registration of mortgages at present omit certain classes of securities, and Mr. JORDAN would make them universal. It, is, indeed, surprising that this was not done in the first instance. And he makes some practical suggestions with regard to the dates up to which the annual returns should be made. With his long experience of Company Registration and Practice, Mr. JORDAN is in a position to appreciate how important are details of this kind in facilitating the routine work of company management and the obtaining of information as to the position of a company. The question of the issue of debentures to the owner of a business has not yet been dealt with by the Legislature, but it should be impossible for him by this device to gain a preference over his own creditors. And we may hope that circumstances will in time be so changed as to enable the Chancellor of the Exchequer to adopt Mr. JORDAN'S plea, backed as we have seen by the recommendations of the Committee of 1905, for the reduction of capital duty and the remission of *ad valorem* conveyance duty.

Respondeat Superior and Cab Proprietors.

IT has long been one of the most familiar of legal rules that an employer is responsible for acts done by his servant within the scope of his authority, and a principal for those of his agent, as if they were his own acts. The *ratio decidendi* in such cases is the principle expressed in the maxim: *qui facit per alium facit per se*. But an extension of this rule has long been suggested and is now authoritatively established by a recent decision: *Bygraves* v. *Dicker*, 1923, 2 K.B. 585, which cannot be justified on that ground. We refer to the liability of the proprietor of a hackney carriage for tortious acts committed by the driver. For such a driver is neither a servant nor an agent of the owner; he is a bailee who hires the cab for his business purposes much as a tenant of a warehouse rents it from the owner for the purposes of his vocation. It is therefore interesting to note the grounds on which the court has proceeded in arriving at this result.

The relationship between hackney coach proprietor and driver is purely the result of statute. It cannot exist at common law, for, apart from statutory authorisation, no person is legally permitted to follow either of the respective vocations. A proprietor of a coach plying for hire in the public streets must be registered and the driver must be licensed as such, by virtue either of the London Hackney Carriages Act, 1843, or of the Town Police Clauses Act, 1847, ss. 37 to 68 of which form a fasciculus of clauses relating to hackney carriages. The relationship between a *registered* proprietor and a *licensed* driver is a peculiar one; it is not the mere common law relationship of bailor and bailee; it is a special statutory relationship created alone by this Act. The whole character of the relationship is to be ascertained by an analysis, and consequent synthesis, of those sections in this statute—or the corresponding sections of the London statute, which applies only in the Metropolitan Police area.

What, then, is this peculiar statutory relationship? Looking at the Act, one finds that the relationship bears in some of its aspects the character of that of landlord and tenant, or the analogous relationship where personal property, not realty, is the subject of the bailment. But it also bears some aspects of the status of "master and servant." For ss. 47 and 48 speak of the proprietor as "employing" a driver when he lets the latter his car, and s. 49 speaks of the driver as "employed" by the proprietor, while ss. 60 and 63 refers to him as the proprietor agent for certain purposes. The result is the creation of a peculiar mixed status, partly that of bailee, partly of agent, partly of servant. And when the courts had to interpret the consequence of this curious hybrid statutory status, they came to the conclusion, in a series of cases, commencing with *Powles* v. *Hider*, 1856, 6 E. & B. 207, and ending with *Keen* v. *Henry*, 1894, 1 Q.B. 292, that the proprietor must be "deemed" by a statutory fiction to be "employer" of the driver for certain purposes. Among such purposes are included the application of the doctrine of *respondeat superior*, so as to render the proprietor liable in tort for the driver's negligent acts in the scope of his occupation as driver.

This anomalous result, very difficult to justify on grounds of principle, has often been queried, and doubts as to the correctness of these earlier decisions have frequently been expressed. But until *Bygraves* v. *Dicker*, *supra*, argued last term, no reasoned attack on the doctrine was ever made in any reported case. At last, however, in the case just cited, this attack was made by the county court judge sitting at Brighton. While engaged in trying a suit, remitted from the King's Bench Division, in which the proprietor of a hackney coach was sued for damages resulting from the alleged negligence of the driver, the learned judge non-suited the plaintiff on the ground that the statutory presumption of liability held to exist in such circumstances does not in fact exist. On appeal, the Divisional Court re-affirmed the accepted rule and sent the case back for re-trial. In form, the county court judge merely refused to apply outside the Metropolis, by virtue of the Town Police Clauses Act, 1847, a doctrine which had been applied within London under the London Hackney Carriages Act, 1843, by the leading cases just mentioned. But as, in substance, there is no real difference between the statutory situation created by these two respective statutes, his ruling really amounted to a denial that the rule laid down in the leading cases was sound law binding to-day. But the decision of the Divisional Court re-affirmed the rule, as laid down, not only in the two leading cases already cited, but also in others, such as

Morley v. *Dunscombe*, 1848, 11 L.T.O.S. 199; *Venables* v. *Smith*, 1877, 2 Q.B.D. 279; and *Gates* v. *Bell*, 1902, 2 K.B. 38. So that unless the case should be carried further and decided otherwise on appeal, which is certainly not very likely, this anomalous doctrine must be regarded as finally established.

The question then arises whether it is possible to find any *ratio decidendi* for these lines of cases which will get over their apparent repugnancy to a well-settled principle. For *respondeat superior* depends essentially on the theory that the *inferior* for whom the *superior* is responsible is an instrument in the hands of the latter: not an automatic but a volitional instrument, it is true, but still an instrument used to do acts as the *alter ego*, within the scope of his authority, of the *superior*. Any lines of cases which impose this liability for a person who stands in no such relationship of subordination, who acts on his own behalf and for his own purposes all the time, whose position places him outside the superior's control, violates at every turn the settled principles by which the courts have from time immemorial differentiated between relationships which create no such liability, such as that of an independent contractor, and those which do. Since the driver is clearly an independent contractor, there seems *primâ facie* an anomaly here.

The reply given by the Divisional Court to this difficulty, which was much pressed upon them by counsel, is not very clear. But it would seem to be something like this: The statutes under consideration create a peculiar relationship, not quite like any other known to the law, for which a niche in the existing pigeon-holes of recognized legal relationships has to be found. The least unsatisfactory way of doing so is to treat it as an exceptional and anomalous case of the relationship of "master and servant," created by statute, in which the servant is in fact freed from all the ordinary obligations of a servant and has imposed upon him all the ordinary rights and obligations of an independent contractor. But, notwithstanding these immense modifications of the service status, he still remains within that status by virtue of the statute, as interpreted in the series of cases mentioned. Hence there continues to exist in his case the usual incidents of the relationship of master and servant, so far as not by clear implication eliminated by the statute itself. One of the common law incidents is that of *respondeat superior*.

The net result would seem to be that the obligation of *respondeat superior* can arise in three ways, namely (1) where A appoints B his agent, (2) where A employs B as his servant, and (3) where a statute imposes on A and B the nominal status of employer and employee, although in fact in all substantial matters they remain independent contractors. Here the presumptive obligation of *respondeat superior* arises by operation of law and it carries with it the usual incidents. Such, on the whole, seems to be the best plea available to justify an anomalous doctrine, too well settled by a long series of decisions to be now replaced by conclusions founded on strict logic.

New Statutes.

The Agricultural Holdings Act, 1923 (13 & 14 Geo. 5, c. 9) (as amended by The Agriculture (Amendment) Act, 1923) (13 & 14 Geo. 5, c. 25).

It used to be a common complaint of the British tenant farmer that the fruits of his labours were constantly jeopardised by the influx of foreign agricultural produce on the one hand and by the rapacity of landlords on the other. As weapons to meet this double attack he demanded protective tariffs and a system of tenant rights. The call for protection is still heard, and indeed has recently become more insistent than ever. But the demand for tenant rights, as against the landlord, has been so fully met by a system of compensations, gradually elaborated in successive statutes, now usefully consolidated in the Agricultural Holdings Act, 1923, that it would be difficult to conceive any reasonable claim of the farmer that has not been fairly considered, and on the whole satisfied. Indeed the position of the tenant to-day is frequently a more enviable one than that of the owner. In so far as good husbandry necessitates, he has every right of ownership in fee, without its burdens.

Prior to the Agricultural Holdings Act, 1875, a tenant on quitting his holding had no statutory right whatever to compensation for unexhausted improvements or for any acts of husbandry. The landlord could recover damages against him if he failed in his duty to cultivate his holding in a husbandlike manner, but there was no corresponding obligation on the part of the landlord to follow sound principles of estate-management, or to compensate a tenant on the termination of his lease for improvements to the holding due to efforts or expenditure on his part over and above what were strictly necessary under his contract or in the interests of farming. The harsh rule *quidquid solo plantatur solo cedit* was relaxed at an early date in favour of fixtures for purposes of trade or for domestic convenience, but the relaxation was not extended to agricultural fixtures (*Elwes* v. *Mawe*, 2 Smith's Leading Cases, 12 Ed. 88). Such fixtures became the property of the landlord and were not removable either during the tenancy or on the termination thereof, and it was not until 1851 that they first became removable, under s. 3 of the Landlord and Tenant Act of that year, but even then only if erected with the written consent of the landlord.

The Agricultural Holdings Act, 1875, was the first statutory attempt to secure compensation to the tenant for certain specified improvements to holdings which were of two acres or more. The Act was not a success. It was permissive only, and most landlords took the opportunity it offered of contracting out of it. Meantime, however, in mitigation of the hardship of the common law, there was growing up all over the country a system of concessions and privileges relating to outgoing tenants, and varying from time to time and from county to county, and inaccurately described as the "custom of the country." Their chief purpose was to secure to the outgoing tenant an adequate recompense for seed sown and labour expended in the last year of the tenancy in anticipation of crops which would be reaped by another. Allowances were sometimes made for artificial manures and for purchased feeding stuffs, and, in some counties, for improvements such as fencing, drainage, laying down pasture, and buildings.

The Agricultural Holdings Act, 1883, which came into operation on the 1st January of the following year, gave statutory effect to many of these customs, and was the first measure to provide the tenant with a fixed and definite basis for his claims. This was followed by the Acts of 1900 and 1906, the Tenants' Compensation Act, 1890, and the Market Gardeners' Compensation Act, 1895. These enactments were subsequently consolidated in the Agricultural Holdings Act, 1908, s. 5 of which provided that any contract (whether under seal or not) made by a tenant of a holding and purporting to deprive him of his right to claim compensation under the Act should be void to the extent to which it so purported. The Act of 1908 was amended by the Agricultural Holdings Act, 1913, and the Agricultural Land Sales (Restriction of Notices to Quit) Act, 1919, and Part II of the Agricultural Act, 1920. The latter was amended by two Acts in 1921. All these measures are now consolidated in the Agricultural Holdings Act, 1923, which came into operation on 6th July of this year.

Once the principle of compensation had been fairly admitted its growth and extension were rapid. In the first place the connotation of the term "holding" has been enlarged; and secondly, the number of matters which may be the subject of compensation has, during recent years, been very considerably increased. The term "holding" is now defined (s. 57) "as any parcel of land [with the exception of an allotment, garden or similar plot, to which reference will shortly be made] held by a tenant which is wholly agricultural or wholly pastoral, or in part agricultural and as to the residue pastoral, or in whole or in part cultivated as a market garden, and which is not let to the tenant during his continuance in any office, appointment, or employment held under the landlord." The effect of the limitation contained in the concluding part of this definition is largely cancelled, as regards compensation for disturbance, by s. 14 of the Act, which provides that for this purpose, under certain circumstances, a dwelling-house (and garden) forming part of a holding, in the occupation of a farm labourer of a tenant of the holding shall be treated as a holding.

A further extension of the term "holding" is contained in s. 33 of the Act (reproducing s. 24 of the Act of 1920). In the case of *Lancaster and Macnamara, In re*, 1918, 2 K.B. 472, the Court of Appeal held that when the property comprised in a lease included an inn, in which a separate business was carried on, as well as a farm, neither the whole property nor the farm alone constituted a "holding" within the meaning of the Agricultural Holdings Act, 1908, s. 48 (1). The section in question reverses this decision, and provides that where land comprised in a contract of tenancy includes "non-statutory land" (so called because, if separately let, it would not be a "holding"), the provisions relating to compensation for improvements and disturbance shall, *unless otherwise agreed in writing*, apply to the part of the land exclusive of the non-statutory land, as if it were a separate

holding. This section, it is believed, provides the only instance where complete liberty to contract out of the Act is reserved.

Some confusion has in the past existed between the expressions "allotments" and "allotment gardens," and on the question whether these are "holdings" within the Agricultural Holdings Acts. An allotment is any parcel of land (whether attached to a cottage or not) of not more than two acres in extent, held by a tenant under a landlord and cultivated as a farm or a garden, or partly as a garden and partly as a farm. An allotment garden is an allotment not exceeding 40 poles in extent which is wholly or mainly cultivated by the occupier for the production of vegetable or fruit crops for consumption by himself or his family. The definition of "holding" (s. 57) expressly excludes allotment gardens, and their case is treated in the Allotments Act, 1922. It is also provided (s. 56 (2)) that the determination and recovery of compensation in the case of an allotment shall proceed as if the provisions of s. 6 of the Allotments Act, 1922, were substituted for the like provisions of the present Act.

Market gardens are the subject of special treatment in ss. 48 and 49, and the Third Schedule to the Act specifies the improvements which are subject to the special provisions relating to these. There are five in all; four relate to the planting of fruit trees, and fruit bushes (permanently set out), strawberry beds, asparagus, rhubarb and the like; and the fifth relates to the erection or enlargement of buildings for the purpose of trade. Fruit trees and fruit bushes planted on the holding, but not permanently set out, are removable by the tenant. But if he does not remove them before the termination of the tenancy, they remain the property of the landlord and the tenant is not entitled to any compensation in respect of them.

The tendency of the decisions has been towards an inclusive rather than an exclusive interpretation of the term "holding." Where, for instance, a farmer was in the habit of taking in paying guests in the farm-house, it was held that this did not prevent the farm from being a "holding" within the Act (*Russell and Harding's Arbitration, In re*, 1922, 128 L.T. 476). It is to be observed that a "contract of tenancy," unless the context otherwise requires, means a letting of land "for a term of years, or for lives, or for lives and years, or from year to year." Thus tenancies for less periods than from year to year do not come within the Act. A tenancy "for a year" is not a tenancy from year to year (*Cobb* v. *Stokes*, 1807, 8 East, 358).

(*To be continued.*)

Res Judicatæ.

"Mixed" Charities.

(*Re Shakespeare Memorial Trust*, 1923, 2 Ch. 398; SOL. J. 809. P. O. Lawrence, J.)

In general the jurisdiction of the Charity Commissioners, or, in the case of educational charities, the Board of Education, extends to all property held upon charitable trusts; but certain exemptions are contained in s. 62 of the Charitable Trusts Act, 1853. The section was drafted apparently before any attempt had been made to put legislative enactments in an intelligible form, and it is singular that it has been allowed to remain in the Statute Book in its present form. Some ten years ago, indeed, an amending Bill was introduced, but it was too unobtrusively useful to make any progress. However, by successive decisions, it has been established that, among other exceptions, the section sets up a class of mixed charities which are excluded from the jurisdiction of the Charity Commissioners. A mixed charity for this purpose is not one supported partly by endowment and partly by voluntary subscriptions. In a charity of that kind the jurisdiction extends to the endowment, but not to the subscriptions. A mixed charity supposes donations and subscriptions, and the donations must be such as might be applied as income in aid of the subscriptions. In practice this means that they must be applicable for the general purposes of the charity, and if this is so initially, the charity remains exempt, notwithstanding that a donation is in fact applied in the purchase of property to be held for the purposes of the charity; is turned, n effect, into an endowment. But this conception of a mixed charity has led to the curious refinement exhibited in *Re Child Villiers' Application*, 1922, 1 Ch. 394, 64 SOL. J. 266, and in *Re Shakespeare Memorial Trust, supra*. Since the donations are to be applicable in aid of the subscriptions, there must be an income from subscriptions at the time when the donation is made. Otherwise the donation cannot be applied in aid and there is no "mixed" charity. At least that is the rule laid down by the Court of Appeal in *Re Child Villiers' Application*, and followed by P. O. Lawrence, J., in *Re Shakespeare Memorial Trust*. The test is whether at the moment when the donation is made, the charity is partly maintained by voluntary subscriptions or not. And if there are then no subscriptions actually received, the test is not satisfied, even though it is contemplated from the beginning that the charity shall be supported partly by donations and partly by subscriptions. Such was the case here. A gift of £70,000 for the purposes of the Trust was followed in a few days by the first of the subscriptions. A site in London for the proposed theatre was purchased for £40,000, but this scheme proved impracticable and it was re-sold. It being thus held that the charity was not mixed, it was within the jurisdiction of the Charity Commissioners and their consent to the sale had to be obtained. But the absurdity of the result once again calls attention to the necessity of redrafting s. 62 and placing the matter on an intelligible basis.

Agricultural Holding: Compensation for Disturbance.

(*Swinburne* v. *Andrews*, 1923, 2 K.B., 483; 67 SOL. J. 726, C.A.)

Under s. 11 (7) (*b*) of the Agricultural Holdings Act, 1923 (replacing s. 10 (7) (*b*) of the Act of 1920), compensation for disturbance is not payable unless the tenant has, not less than one month before the termination of the tenancy, given notice in writing to the landlord of his intention to make a claim. Under s. 54 (1) of the Act of 1923 (replacing s. 48 (1) of the Act of 1908), "termination" in relation to any tenancy means the cesser of the contract of tenancy by reason of the effluxion of time or from any other cause. Where under a tenancy, at one entire rent, different times of entry and quitting are, for purposes of cultivation and in accordance with the custom of the country, fixed for different parts of the holding—in the above case 6th April for the main portion of the land, and 13th May for the farm house, buildings and remainder of the land—the termination of the tenancy does not take place for the purpose of the above provisions until the later date, since not till then does the contract of tenancy cease.

The Aggregate Result of Collective Testamentary Writings.

(*Douglas-Menzies* v. *Umphelby*, 1908, A.C. 224; *Choa Eng Wan* v. *Choa Giang Tee*, 1923, A.C. 469, P.C.)

Two cases, one decided some years ago by the House of Lords and one recently by the Privy Council, illustrate the principles on which the courts act in dealing with testamentary dispositions, when more than one exist. When a man dies, leaving a number of testamentary writings, none of which have been revoked, these writings are aggregated together in order to ascertain their net result; it is this net result which constitutes his will. If they do not overlap, then no difficulty arises. If they do overlap then they must be reconciled and construed as if they were conflicting provisions in one testamentary deed, the clauses in the latter-dated of the testamentary writings being treated as the later clauses in the whole will: *The Douglas-Menzies Case, supra*. But where the final testamentary disposition confers a gift in clear language the court will not allow it to be over-ruled by apparently conflicting provisions in earlier testamentary dispositions which have *not* been revoked: still less will it allow it to be over-ruled by a presumed intention to say something else derived from a previous and revoked testament: *Choa Eng Wan's Case, supra*. Indeed the proper inference to draw from the fact that a man has revoked a previous will, is that he has altered his intentions as to its dispositions, and wishes to replace them by others.

Reviews.

King's Bench Practice.

CHITTY'S FORMS OF CIVIL PROCEEDINGS IN THE KING'S BENCH DIVISION OF THE HIGH COURT OF JUSTICE, AND ON APPEAL THEREFROM TO THE COURT OF APPEAL AND THE HOUSE OF LORDS. Fifteenth Edition. By Sir THOMAS WILLES CHITTY, Barrister-at-Law, and PHILIP CLARK, of the Central Office of the Supreme Court. Sweet & Maxwell Ltd.; Stevens and Sons Ltd. 45s. net.

Matters of practice rest chiefly with the solicitor—often we ought to add, with his managing clerk or the clerk whose special duty it is to frequent the precincts of the Courts. These are clerks—learned clerks—so packed with knowledge of practice that what they do not know may be put down as not worth knowing. And so this indispensable guide to common law practice, now in its fifteenth edition, and still bearing the appropriate family name, opens, as in fairness it should

with a chapter on solicitors, and with a statement of the practice with regard to what the cynically minded regard as the object of all litigation—costs. It is not so, as lawyers who are continually advising their clients to keep out of it, well know; but the labourer is worthy of his hire, and a chapter on costs forms an interesting prelude to a book of practice. Hence we begin with the forms appropriate to the employment of the solicitor, including a form of agreement as to costs, accompanied by a full and useful note as to the conditions on which such an agreement can be made and enforced. From this foundation, the volume proceeds to the commencement of litigation—the writ and appearance to the writ, the pleadings, the interlocutory proceedings and admissions and discovery—and then we have trial, judgment and execution. These usual proceedings take up half the book and the rest is occupied with appeals and with variations due to the nature or status of the parties, or to particular actions, such as actions for the recovery of land. The chapter with forms for Proceedings by and against Poor Persons contains in the notes the present amended forms of the Poor Persons Rules, and the notes to the forms for ejectment actions contain a useful collection of the cases in proceedings which require to be conducted with extra care, including the recent decision in *Elliott* v. *Boynton*, 1923, 1 Ch. 422, as to the date from which mesne profits are assessable in a case of forfeiture. The excellent style and printing of the volume make its use as pleasant as its contents are profitable.

Real Property.

SOCIETY OF PUBLIC TEACHERS OF LAW. Collection of Cases and Statutes on Real Property Law. Published on behalf of the Society by Butterworth & Co.; Sweet & Maxwell, Ltd.; Stevens & Sons, Ltd. 35s. net, cloth.

We received this volume with much interest, dealing as it does with a branch of the law of great antiquity and importance, and one which is soon to undergo drastic changes. But for the ordinary professional reader it has drawbacks, though these may be in fact designed to whet the student's appetite for knowledge. The list of cases appears to be admirable. There are seventy-six of them, and in general they represent modern developments of the law. There are some half-dozen from Coke's Reports, including *Dumpor's Case* and *Spencer's Case*; but the majority include such modern cases as *Colls* v. *Home & Colonial Stores*, *Copestake* v. *Hoper*, *Dalton* v. *Angus*, *Dashwood* v. *Magniac*, *Dyson* v. *Forster*, *Hollis Hospital Case*, *Nisbet & Potts*, *Tulk* v. *Moxhay*, and *Wedd* v. *Porter*, this last containing the important judgment of Swinfen Eady, L.J., on the effect of covenants in a lease where the tenant holds over.

But while the cases given furnish a very useful and instructive series of authorities on Real Property Law and its modern developments, there is an entire absence of the apparatus usual in law books. There is a list of the cases; but though the volume is paged throughout, the page number is not given, and it is troublesome to turn to the particular case wanted. The reader has to rely on the alphabetical arrangement and, to find *Dumpor's Case*, for instance, he must search among the D's. There are no head notes, and nothing to indicate in the slightest way what the case is about. This may be good for the student—though we doubt it—but for anyone else it is an annoyance. At the same time we quite agree that if the book is meant only for students it is a matter between them and their teachers, and we and professional readers generally are outside. Again, since the arrangement is alphabetical, there is no grouping of cases on the same subject, and the important set of cases on, for instance, restrictive covenants—*Austerberry* v. *Corporation of Oldham*, *Elliston* v. *Reacher*, and others—have to be collected by the reader as best he can. The modern cases are taken from the *Law Journal Reports*, since permission to use the *Law Reports* could not be obtained. This is a matter for the Council of Law Reporting, but apparently it gives a rival and excellent series of Reports a chance of coming to the front. The book is an excellent collection of cases, printed without notes of any kind, but we do not regard its mode of presentment as helpful to the student or judicious for others.

Books of the Week.

Diary.—Sweet & Maxwell's Diary for Lawyers for 1924. 32nd edition. Edited by FRANCIS A. STRINGER, late of the Central Office, and PHILIP CLARK, of the Central Office. Sweet and Maxwell Ltd. 6s. 6d. net.

Selden Society.—Public Works in Mediaeval Law. Vol. 2. Edited for the Society by C. T. FLOWER, M.A., F.S.A., of the Public Record Office, Barrister-at-Law. Quaritch.

Land Law.—The Relation between The Law of Property Act, 1922, and The Anglo-Saxon Common Law. By LILIAN M. SNOW. Sweet & Maxwell Ltd. 3s. net.

The Civil Service.—The Civil Servant in the Law and the Constitution. By C. S. EMDEN, D.F.C., M.A., Barrister-at-Law. Stevens & Sons Ltd. 6s. net.

Criminal Trials.—Trial of Frederick Bywaters and Edith Thompson. Edited by FILSON YOUNG. Wm. Hodge & Co. Ltd. 10s. 6d. net.

Correspondence.

Accident in the Course of Employment.

[*To the Editor of the Solicitors' Journal and Weekly Reporter.*]

Sir,—I was interested in reading your comments on the case of *Upton* v. *Great Central Railway Co.* (Vol. 67, p. 785), on the above subject.

In Queensland the Workers' Compensation Act of 1916 specially provides for accidents of this class. Section 9 (1) reads:—

"Each worker who is injured by accident, whether at the place of employment or on his journey to or from such place or (being in the course of his employment or while under his employer's instructions) away from the place of employment, or his dependents in case of death of the worker, shall receive out of the State Accident Insurance Fund compensation in accordance with this Act . . ."

This section is framed on the Laws of Washington, c. 74 of 1911, and s. 5, c. 148 of 1913.

Under our Act a State Insurance Office was created and every employer is compelled to insure his workmen in such office. Numerous cases have arisen in which workmen have met with accidents on their way to or from work, and this section has had a wide interpretation placed upon it.

G. H. G. SMITH.

Supreme Court, George-street,
Brisbane.
2nd October.

[We are obliged for Mr. Smith's letter. The Queensland Act appears to carry out some of the recommendations of the Holman Gregory Committee to which we refer under Current Topics.—ED. *S.J.*]

The Difficulties of County Court Actions.

[*To the Editor of the Solicitors' Journal and Weekly Reporter.*]

Sir,—I have read with very great interest the letter in the issue of your Journal of the 3rd inst., and although not a qualified solicitor, will you allow me to make a suggestion?

My qualifications are thirty-two years' experience in solicitors' offices, and for some years a managing clerk.

The matters raised by your correspondent, Mr. C. J. Skinner, are ones with which everyone who has anything to do with the County Court will entirely agree, and the suggestion of the institution of a Central County Court would go a very long way to meet the innumerable difficulties which arise under the present system.

Before the amalgamation of the Mayor's Court with the City of London Court, everything that could possibly be issued in the Mayor's Court was so issued in preference to the City of London Court, for the reason that the process was a very simple one, the court fees extremely moderate, and the costs were practically on the same scale as the County Court; and providing the cause of action arose within the City of London an action could be brought there and served (by leave easily obtained) in any part of England or Wales.

Without going further into the merits of the Mayor's Court procedure, its simplicity, cheapness and efficacy, in my humble opinion the County Court procedure should be reorganised and a modified Mayor's Court procedure adopted in its place.

FRANK SMITH.

4, South-square, Gray's Inn,
London, W.C.1.
14th November.

Mr. William Tyndall Barnard, K.C., of Somerset-lodge, Manorway, Blackheath, S.E., late of King's Bench-walk, Temple, E.C., for eight years Senior Registrar of the Probate and Divorce Division, and prior to that one of the leading pleaders in the Divorce Court, a Bencher and former Treasurer of Gray's Inn, who died on 30th September, aged sixty-eight, left estate of the gross value of £55,526, with net personalty £53,919.

CASES OF THE WEEK.

House of Lords.

DRUGHORN *v.* MOORE. 8th November.

LANDLORD AND TENANT—PROPERTY TAX—DEDUCTION FROM RENT—FIRST YEAR AT A PEPPERCORN RENT—REPAIRS AS RENT—INCOME TAX ACT, 1918, 8 & 9 Geo. 5, c. 40, Sched. A, No. viii, r. 1.

The plaintiffs let certain premises to the defendant for a term of years from 25th December, 1918, at a rent for the first year of a peppercorn, and for the remainder of the term at an annual rent of £85, and it was agreed between the parties that the defendant should repair the premises, in consideration of which the first year was to be rent free. The defendant executed the repairs at an expense which exceeded £85, and paid the landlord's property tax for the financial year, 6th April, 1919, to 5th April, 1920.

Held, that the money spent in repairs could not be treated as rent, and that the tenant was only entitled to deduct the tax from the first money payment of rent.

This was an appeal from a decision of the Court of Appeal, 1922, 2 K.B. 492, 67 SOL. J. 148, reversing a judgment of Lush, J. By a lease made in January, 1919, the plaintiffs demised to the defendant certain premises at Cleveland Mews, Hyde Park, Middlesex, for the term of seven or fourteen years from 25th December, 1918, at the yearly rent for the first year of a peppercorn (if demanded), and for the residue of the term at the clear yearly rent of £85, payable quarterly on the usual quarter days, and as additional rent such sums as the plaintiffs should expend in insuring the demised premises in the sum of £1,200; and the defendant covenanted (*inter alia*) to put the said premises into repair and keep them in repair during the said term as was in the lease more particularly mentioned. The reason for the defendant being allowed to have the premises rent free for the first year was that, before the lease was granted, the plaintiffs proposed to put the premises into a proper state of repair, but, finding that the expense was more than was anticipated, the defendant agreed to do so himself, with the result that the lease was granted on the terms of a peppercorn rent for the first year. The defendant accordingly had this work carried out, with the result that he incurred expenses considerably more than the later annual rent—namely, £85. In April, 1920, the plaintiffs' solicitors applied by letter to the defendant for £21 5s., the rent due on 25th March, 1920, together with £1 4s., the premium for insurance up to Christmas, 1919, and the defendant replied by sending a cheque for £10 16s. 6d., the balance which remained after deducting from the amount claimed the sum of £11 12s. 6d., which he had paid in the previous February, being the first half instalment of income tax due under Sched. A for the revenue year 6th April, 1919, to 5th April, 1920. The plaintiffs' solicitors returned the cheque, contending that the defendant was not entitled to deduct the income tax owing to the fact that his rent for the first year of the lease was a peppercorn rent; but the defendant replied that, although he had occupied the mews for the first year rent free, the premises had in fact cost him in the shape of repairs more than a year's rent of £85, and that, consequently, he was entitled to deduct the income tax from the first payment of the rent. At the trial it was contended on behalf of the plaintiffs that the income tax under Sched. A, being a tax on the enjoyment of real property, fell on the defendant, and that, as he had the premises for the first year rent free, he was not entitled to deduct the amount paid by him to the collector from rent afterwards paid by him to his landlords. It was contended on behalf of the defendant that the defendant had, in effect, paid rent for the premises demised to him in the form of repairs, which he had agreed to execute, and, consequently, that he was entitled to deduct the income tax from the next payment of rent to the landlord. Lush, J., was of opinion that the money expended on repairs was to be treated as rent, and held that the tenant was entitled to make the deduction from the first payment of rent in the second year. This judgment was reversed by the Court of Appeal (Bankes, Warrington and Atkin, L.JJ.), who held that rent payable to a landlord in respect of which the tenant was entitled to deduct the tax was rent in the strict legal sense, that is, money rent from which a deduction could be made.

The HOUSE (Lords CAVE, HALDANE, ATKINSON, SUMNER and PARMOOR) without calling on counsel for the respondents, dismissed the appeal. The Lord Chancellor said that it was not disputed that if no rent was payable during the first year of the term, the deduction claimed could not be made. He could not agree with the trial judge that the money expended by the tenant in putting the premises into repair should be treated between the parties as a payment of rent. In his opinion the effect of the agreement between the parties was not that the tenant should pay rent in the shape of putting the premises in repair, but that he should do the repairs and pay no rent for the first year. Then it was said on behalf of the appellant that the two instalments of the tax paid by him could be claimed as money paid for and on behalf of the respondents and at their request. That contention was based on the view that the landlord was primarily liable for the tax, whereas the tenant occupier was the person primarily liable, and he had the right to deduct it in certain cases from the rent paid.—COUNSEL: *Compston*, K.C., *Trapnell* and *Fachiri*; *Maugham*, K.C., and *Fod*. SOLICITORS: *J. A. & H. E. Farnfield*; *Gibbon & Moore*.

[Reported by S. E. WILLIAMS, Barrister-at-Law.]

Privy Council.

REX *v.* ATTORNEY-GENERAL FOR BRITISH COLUMBIA.
18th October.

CANADA—*Bona Vacantia*—WHETHER BELONGING TO DOMINION OR PROVINCE—"ROYALTIES"—*Jura regalia*—NORTH AMERICA ACT, 1867, 30 & 31 Vict. c. 3, ss. 102, 109.

The word "royalties" in s. 109 of the North America Act, 1867, must be construed in its ordinary and natural sense as the English equivalent in jura regalia *and its scope is not limited by its association with the words "lands, mines and minerals."* Bona vacantia, *therefore fall within the meaning of that term, and consequently belong to the Provinces and not to the Dominion of Canada.*

Attorney-General of Ontario *v.* Mercer, 8 App. Cas. 767, *applied*.

This was an appeal by special leave from a judgment of the Supreme Court of Canada reported at 63 Can. S.C.R. 622. The question on the appeal was whether a sum of £7,215 which moneys the parties had agreed were *bona vacantia* belonged to the Crown in the right of the Dominion or belonged to the Crown in the right of the Province of British Columbia in which province the *bona vacantia* were found. By s. 109 of the British North America Act, 1867, all lands, mines, minerals and royalties belonging to the several provinces, and all sums then due or payable for such lands, mines, minerals or royalties were to belong to the several provinces. And by s. 102 all duties and revenues over which the respective Legislatures had power of appropriation should form one consolidated revenue fund to be appropriated for the public service of Canada. The Supreme Court of Canada, reversing the Court of Exchequer, held (Davies, C.J., dissenting), that the Crown took in right of the Province of British Columbia. The case of *Attorney-General of Ontario* v. *Mercer*, 8 App. Cas. 767, was relied upon where it was held that although s. 102 imposed upon the Dominion the charge of the general public revenue as then existing of the provinces, yet by s. 109 the casual revenue arising from lands escheated to the Crown was reserved to the provinces, the words "lands, mines, minerals and royalties" including, according to their true construction, royalties in respect of lands such as escheats. The Judicial Committee (Lords Haldane, Buckmaster, Atkinson, Shaw and Sumner) dismissed the appeal.

Lord SUMNER, in the course of delivering judgment, said the appeal really depended on the true construction of s. 109, which had repeatedly come before their lordships' board for decision, and the reasoning of one at least of those decisions was closely applicable to the present appeal. It was contended that if an extended construction were given to the word "royalties" in s. 109 the result would be that "lands, mines, minerals and royalties" would be co-extensive with "revenues and duties" in s. 102, and thus the exception would be as wide as the grant. But it was to be observed that as soon as it was shown that Crown lands and minerals in the province were to be held by the Crown in right of the province any beneficial interest in casual revenues derivable from *jura regalia* would be of relatively slight importance. Their lordships, however, did not propose to decide on this occasion that the whole of the reservation in s. 109 were exhaustive of the grant in s. 102. Mindful of the words of Lord Selborne in *Mercer's Case* that the general subject of the whole section was of a high political nature and fully conscious of the fact that as between the Dominion and the provinces the partition of venerable rights such as *jura regalia* of the Crown were necessarily important far beyond their current pecuniary value, their lordships proposed to follow the guarded course of their predecessors, and to confine the expression of their opinion to *bona vacantia*. Accordingly other *jura regalia* such as flotsam and jetsam, swans and sturgeons, *bona et catalla felonum*, must await decision until the case arose.—COUNSEL: *Newcombe*, K.C., and *Stuart Moore*; *Sir John Simon*, K.C., *Farris*, K.C., and *Hon. Geoffrey Lawrence*. SOLICITORS: *Charles Russell & Co.*; *Gard, Lyell, Betenson & Davidson*.

[Reported by S. E. WILLIAMS, Barrister-at-Law.]

Court of Appeal.

NUNAN v. SOUTHERN RAILWAY COMPANY. 23rd October.

RAILWAY — NEGLIGENCE — PASSENGER — WORKMAN'S TICKET — CONTRACT LIMITING COMPANY'S LIABILITY TO £100 — FATAL ACCIDENT — CLAIM BY WIDOW — WHETHER DAMAGES LIMITED TO £100 — FATAL ACCIDENTS ACT, 1846, 9 & 10 Vict., c. 93, ss. 1, 2.

The plaintiff's husband was a passenger on the defendants' railway on the terms of a workman's ticket which was issued subject to a condition limiting the company's liability to a sum not exceeding £100. He was killed owing to the negligence of the defendants' servants. The plaintiff, the widow, claimed under the Fatal Accidents Act, 1846.

Held, that the cause of action given to the widow was entirely distinct from the cause of action of the deceased man and involved a different measure of damages; and the widow's claim was not limited by the contract made by her deceased husband with the defendants.

Decision of Swift, J., 92 L.J. K.B. 703; 39 T.L.R. 514, *affirmed.*

Appeal from the judgment of Swift, J. On 21st August, 1922, the plaintiff's husband, John Nunan, was a passenger by a train belonging to the defendants, which travelled from Charing Cross to Milton Range Halt. On the arrival of the train at Milton Range Halt, to leave the defendants' premises, he crossed the line, in company with a number of other passengers. When those passengers were crossing the line a light engine approached, and, owing to fog, the engine was obscured from the sight of the passengers, and the passengers were hidden from the view of the engine-driver. The engine ran into the group of passengers; seventeen of them were injured, of whom five, including Nunan, died. Elizabeth Louisa Nunan, the widow of John Nunan, brought this action under the provisions of the Fatal Accidents Act, 1846, and the Fatal Accidents Act, 1864, alleging that the death of her husband was caused by the negligence of the defendants' servants, and that she had suffered pecuniary loss by his death and was entitled to recover damages from the defendants. The defendants admitted that the man met with his death owing to the negligence of their servants, but they alleged that at the time of the accident he was a passenger travelling with a workman's ticket issued by the defendants to him or his employers for his use on similar terms and conditions as those which applied to workmen's tickets issued under the provisions of s. 32 of the South Eastern and London, Chatham and Dover Railway Companies Act of 1899, 62 & 63 Vict., c. clxviii, under and by virtue of the terms and conditions of which section the defendants' liability for any claim to compensation for injury or otherwise was limited to £100. The man was employed on works for the relief of the unemployed near Milton Range Halt, and that by arrangements made between his employers, the Ministry of Transport, and the defendant railway company the man was carried to and from his work by authority of a railway ticket which was handed to him by a clerk at the booking office at Charing Cross in exchange for a voucher issued to him by his employers. The railway company was paid the value of such ticket by the Ministry of Transport, acting in pursuance of the arrangement between them, the employers, and the defendants. By s. 1 of the Fatal Accidents Act, 1846: "Whensoever the death of a person shall be caused by wrongful act, neglect or default, and the act, neglect or default is such as would (if death had not ensued) have entitled the party injured to maintain an action and recover damages in respect thereof, then and in every such case the person who would have been liable if death had not ensued shall be liable to an action for damages, notwithstanding the death of the person injured." By s. 2: "Every such action shall be for the benefit of the wife, husband, parent, and child of the person whose death shall have been so caused, ... and in every such action the jury may give such damages as they may think proportioned to the injury resulting from such death to the parties respectively for whom and for whose benefit such action shall be brought." Swift, J., held that the widow had proved that she had a right of action against the defendants under the Fatal Accidents Act, 1846, and that having so proved her right under the Act, the measure of damages to which she was entitled was laid down by s. 2 of the Act of 1846, which provided that the damages were to be proportioned to the injury which a jury thought she had suffered through the death of her husband. His lordship held that her claim was not limited by the contract between her deceased husband and the defendants limiting their liability to £100, and he gave judgment for the plaintiff for £800. The defendants appealed.

The COURT (BANKES, SCRUTTON and ATKIN, L.JJ.), dismissed the appeal. The case had been fought on the footing that the deceased man was travelling under a contract which limited the railway company's liability to £100, and having regard to the language of the Act of 1846, Swift, J.'s view was the only possible view on the matter. It was well established by a number of authorities, including *Seward* v. *Vera Cruz*, 1884, 10 App. Cas. 59, and *British Columbia Electric Railway Co. Limited* v. *Gentile*, 1914, A.C. 1034, see per Lord Dunedin, at p. 1041, that the cause of action given to the widow was entirely distinct from that of the deceased person. Once it was established that the cause of action had arisen, the limitation of the company's liability for the damages was immaterial. The measure of damages given by the statute to those entitled to recover under it was quite different, and measured on a different basis from that on which the man himself had he lived would have been entitled to recover. The plaintiff was in no way bound by the limitation of the defendant company's liability in the contract made by the deceased man with the defendant company. Appeal dismissed.—COUNSEL: *Sir John Simon*, K.C., *Thorn Drury*, K.C., and *Cecil Ince*; *Schiller*, K.C., and *H. D. Samuels*. SOLICITORS: *William Bishop*; *W. C. Crocker*.

[Reported by T. W. MORGAN, Barrister-at-Law.]

High Court—Chancery Division.

JENNINGS v. SEELEY. Eve, J. 15th November.

MONEYLENDER — RE-OPENING TRANSACTION — EXCESSIVE INTEREST — SECURITY — RISK INCURRED — TRICKERY AND OVER-REACHING — MONEYLENDERS ACT, 1900, 63 & 64 Vict. c. 51, s. 1.

A loan of £300 was made by a moneylender to the plaintiff, a married woman, on the security of a promissory note for £500, payable by monthly instalments over two years, and a pledge of furniture of considerable value. There was evidence that the plaintiff had been over-reached or tricked into the arrangement.

Held, that the contract must stand as a security for £300 and interest at £15 per cent., on payment of which the furniture was to be delivered to the plaintiff.

This was an action by the plaintiff for a declaration that she was entitled to redeem certain furniture on the security of which the defendant, a moneylender, lent money to her on 10th July, 1922, on payment of the sum actually lent, together with interest at a reasonable rate, and reasonable charges. The plaintiff, who had married again since the commencement of the action, was in January, 1922, living at Folkestone, and was in financial difficulties. She entered into negotiations with the defendant, and he agreed to lend her the sum of £300 less £25, deducted for expenses, etc. When the loan was made two securities were taken by the defendant, namely, (1) a promissory note for £300 payable by monthly instalments extending over two years, and (2) a pledge of a large quantity of valuable furniture, plate and china, which the plaintiff alleged to be worth about £2,000. At the interview on 10th July, 1922, when she signed the documents at the defendant's office, the documents were given to her to read, but she had no independent advice, and she was unable to calculate the rate of interest which was charged by the defendant. Subsequently she saw her solicitors, and they offered a sum of about £50 per cent. for interest, but this was refused by the defendant. The defendant counter-claimed for £500 with interest at £60 per cent. and his charges. Counsel for the defendant referred to *Samuel* v. *Newbold*, 1906, A. C. 461, and *Carringtons* v. *Smith*, 1906, 1 K.B. 79.

EVE, J., in giving judgment, said that the statutory jurisdiction invoked by the plaintiff in this case conferred upon the Court a very wide discretion—a discretion the very width of which impressed one with the necessity for extreme caution in its exercise. In approaching the investigation of any particular state of facts alleged to make out a case for the interference of the Court with a contract between persons of full age and *primâ facie* binding upon them, there were many particulars which called for consideration. First, there was the status of the contracting parties. Were there any, and if so, what disparities as to age, intelligence and capacity between them. Next, one had to see whether there was any trickery, over-reaching, undue pressure or other misconduct, not necessarily amounting to fraud or misrepresentation on the part of either, and if so, how far such misconduct really influenced the conduct of the other, and, thirdly, one must not interfere in the case of a party understanding the contract, and appreciating the obligations thereby undertaken, and the consequences resulting from any breach of it. It might well be that the answers to those questions were such as to afford good ground for the exercise of the statutory jurisdiction. On the other hand, while not affording such good ground, those answers might constitute contributory elements

in favour of its exercise when the further relevant matters had been examined. But it by no means followed that if there were no disturbing answers to the questions, the contract might not be varied. In the present case, it would not be right to hold that there was such a disparity as to the status of the contracting parties as to raise an essential factor in the case. It would be doing the plaintiff an injustice to say that in capacity or intelligence there was anything which was not at least equal to that of the defendant. Now, with regard to the contract, it was contained in two documents, a personal undertaking to pay, and a pledge of furniture, and according to the evidence, the latter was a good and sufficient security for £300. That sum being repayable by £500 represented interest at the rate of 82½ per cent. His lordship agreed with Channell, J., in *Carrington*s v. *Smith*, *supra*, that there was a difficulty in saying what was excessive interest in the case of personal security only, and in certain circumstances one could well conceive that even 82½ per cent. would not make the contract necessarily harsh or unconscionable. But here there was sufficient security, and what might have been not unreasonable on personal security became outrageous when made upon other security. The effect of the evidence was that the borrower, when she received on 7th July the defendant's letter, had stripped herself of the whole of the furniture, and had handed it over to the defendant, and he had not agreed to lend her one pound. When she subsequently attended at the office of the defendant, she was so extremely in want of money that she had no alternative but to take the £300. She had been over-reached and tricked into this arrangement, and she had placed herself at the mercy of the defendant when she attended the interview of 10th July. Although his lordship was extremely anxious not to do anything to interfere with contracts between persons of full age, he rejoiced at the jurisdiction which was conferred upon the Court to do what was just and right between these parties. He felt that this case was one indicating most reprehensible conduct on the part of this moneylender and his associates. He ought never to have tricked this woman into the position in which she was on 10th July, which rendered this litigation necessary. The contract must stand as a security for £300, and interest at £15 per cent. The plaintiff must pay the £300 and interest from 10th July, 1922, and on such payment the defendant must deliver over the furniture. If the plaintiff was unable to redeem the furniture on those terms the defendant would be entitled to enforce the judgment for that amount.—COUNSEL: *Gover*, K.C., and *Guest Mathews*; *Clayton*, K.C., and *Enness*. SOLICITORS: *F. C. Mathews & Co.*; *P. Haseldine & Co.*

[Reported by S. E. WILLIAMS, Barrister-at-Law.]

In re **C. E. MORANT & CO.**: *ex parte* **THE TRUSTEES.**
P. O. Lawrence, J. 15th Oct., 5th Nov.

BANKRUPTCY—FRAUDULENT PREFERENCE—PAYMENT BY DEBTOR IN FAVOUR OF "CREDITOR OR OF PERSON IN TRUST FOR CREDITOR"—BANKRUPTCY ACT, 1914, 4 & 5 Geo. 5, c. 59, s. 44.

A trustee in bankruptcy can recover payments constituting a fraudulent preference, although s. 44 of the Bankruptcy Act, 1914, gives him no express power to do so.

When an agent in the ordinary course of his employment has received payment of a debt for the use of his principal, and in good faith has paid the money over to his principal in the belief that the payment was a good and valid payment, then the money cannot be recovered from the agent, although it should turn out that in fact the payment constituted a fraudulent preference.

This was a motion by trustees in bankruptcy seeking a declaration that a certain payment was void as being a fraudulent preference, and an order against the respondents to pay that sum to the said trustees. The facts were as follows:—Certain silk merchants, trading in London, called C. E. Morant & Co., and hereinafter referred to as "the bankrupt," bought goods from E. & P. Govazzi, carrying on business at Milan, through the respondents Cave and Benoist, who were Govazzi's London agents. The payments for the goods supplied by them to the bankrupt were, at Govazzi's request, made to the respondents, as such agents. The last delivery of goods from Govazzi to the respondents was on 20th January, 1920. On 24th June, 1920, a private limited company was formed, under the name of "William Cave and Son Ltd." which took over the benefit and obligations of all their existing contracts as from 17th December, 1919, for sale and delivery of goods in the British Isles, and the respondents were appointed managers of the company. The bankrupt had received notice of the transfer of the contracts, with directions that payments in respect thereof should in future be made to the company, and that payments for goods delivered by Govazzi to the respondents before that date should be made to the respondents, and the bankrupt received statements as to those goods delivered both before and after 17th December. On 14th January, 1921, there was due from the bankrupt, in respect of goods supplied by Govazzi, a total sum of which less than a quarter was due to Govazzi, and the balance was due to the company. On that day the bankrupt paid the respondents about half of what was due in full settlement of the amount due to both Govazzi and the company. This sum was accepted by the respondents in good faith and in ignorance of the impending bankruptcy, although they knew the bankrupt was in difficulties. The respondents paid the whole amount into their own banking account, and then paid the company a cheque for this amount less the amount due to Govazzi, and credited Govazzi's account with what was due to him, and advised him thereof. On 11th February, 1921, the bankrupt committed an act of bankruptcy, and on 19th February the petition upon which he was eventually adjudicated a bankrupt was presented, and a few days later the trustees claimed against the respondents the payment of the amount paid them by the bankrupt. Although opportunity was given, neither of the creditors was made a respondent to the motion by the applicants. It was contended that the respondents were not liable because the money was paid to them merely as agents for the use of the bankrupt's creditors, in whose favour they dealt with the money in good faith before any claim was made by the applicants, and that it was not proved to be a fraudulent preference.

P. O. LAWRENCE, J., after stating the facts, in the course of a considered judgment, said:—Although s. 44 of the Bankruptcy Act, 1914, does not in express terms provide for the recovery of a payment constituting a fraudulent preference, the enactment necessarily implies a right in the trustee in bankruptcy to recover such a payment. The respondents received the money merely as "agents" for the use of the creditors in the course of their employment, and not as "persons in trust for any creditor," but the payment to them operates in law as a payment to the creditors, being covered by the words in the section, "every payment made in favour of any creditor." No doubt the trustee in claiming repayment under the section were asserting a higher right than the bankrupt would have had if he had remained solvent, but that does not involve the personal liability of an agent to repay in a case where he would not have been liable had the person paying the money been entitled to recover it back. The section has not placed an "agent" under any greater liability than the liability he was under when he had received money which had been obtained by duress or fraud. Therefore, when an agent, in the ordinary course of his employment, has received payment of a debt for the use of his principal, and in good faith has paid the money over to his principal in the belief that the payment was a good and valid payment, then the money cannot be recovered from the agent, although it should turn out that, in fact, the payment constituted a fraudulent preference. Further, it does not necessarily follow that, merely because a payment is fraudulent and void in fact, even a trustee is personally liable to repay. His liability would, in the opinion of the court, depend upon the particular circumstances whether, for instance, he has acted in good faith and whether he still held the money or had paid it over before having received notice that the payment was fraudulent and void. In the circumstances, the respondents succeed on the first ground of defence, that is to say, they are not liable even if it should turn out that the payment is a fraudulent preference, and the second ground of defence accordingly calls for no decision, and the motion fails. —COUNSEL: *Comyns Carr*; *Tindale Davis*. SOLICITORS: *G. L. Lepper*; *E. F. Turner & Sons*.

[Reported by L. M. MAY, Barrister-at-Law.]

High Court—King's Bench Division.

SANDEMAN *v.* **GOLD.** Div. Court. 19th October.

MERCHANDISE MARKS—FALSE TRADE DESCRIPTION—WINE TARRAGONA PORT—PORT—DEFINITION—MERCHANDISE MARKS ACT, 1887, 50 & 51 Vict. c. 28, ss. 2, 3—ANGLO-PORTUGUESE COMMERCIAL TREATY ACT, 1914, 5 Geo. 5, c. 1, s. 1—ANGLO-PORTUGUESE COMMERCIAL TREATY ACT, 1916, 6 & 7 Geo. 5, c. 39, s. 1 (1).

Under the provisions of the Anglo-Portuguese Commercial Treaty Acts of 1914 *and* 1916, *it is enacted that wine called "port" must* (1) *come from Portugal, and* (2) *be accompanied by a certificate issued by the competent Portuguese authorities to the effect that it is a wine to which by the law of Portugal the description "port" may be applied. The sale of red Spanish wine under the description "Tarragona Port" is, therefore, a false trade description within s. 2 of the Merchandise Marks Act*, 1887.

Case stated by Mortlake justices. The defendant was charged by an information before the magistrates at Mortlake, with having on 9th January, 1923, unlawfully and contrary to the Merchandise Marks Act, 1887, sold a bottle of wine to which was then

applied a certain false trade description to wit "Tarragona Port" contrary to the form of the statute in such case made and provided. The magistrates dismissed the information, but stated this case, the appellant (the informant) being dissatisfied with the determination of the court as being erroneous in point of law. On behalf of the appellant it was contended that the word "port" must not be used as part of the description of wine at all unless it was port which complied with the provisions of the treaties; and *Holmes* v. *Pipers, Ltd.*, 1914, 1 K.B. 57, was referred to. On behalf of the respondent it was contended that what was meant by the Treaty Act of 1914, was port *per se*, and not port in conjunction with any other word. The statute was a penal statute and all that it meant was that no one may put in a bottle and label it "port," something which is not the produce of Portugal. By s. 2 (*f*) of the Merchandise Marks Act, 1887, it is made an offence to apply any false trade description to goods, and by s. 3 (1) the expression "false trade description" is defined as a trade description which is false in a material respect as regards the goods to which it is applied. By s. 1 of the Anglo-Portuguese Commercial Treaty, 1914, it is provided: "The description 'port' or 'Madeira,' applied to any wine or other liquor, other than wine the produce of Portugal and the Island of Madeira respectively, shall be deemed to be a false trade description within the meaning of the Merchandise Marks Act, 1887, and that Act shall have effect accordingly." By s. 1 of the Anglo-Commercial Treaty Act, 1916, it is provided: "The description 'port' applied to wine the produce of Portugal, imported into the United Kingdom after the commencement of this Act, shall be deemed to be a false trade description within the meaning of the Merchandise Marks Act, 1887, if the wine on importation into the United Kingdom was not accompanied by a certificate issued by the competent Portuguese authorities to the effect that it was a wine to which by the law of Portugal the description of 'port' may be applied, and that Act shall have effect accordingly." From *Hooper* v. *Riddle & Co.*, 95 L.T.R. 425, it will be seen that Tarragona wine is a very well-known subject-matter of merchandise.

Lord HEWART, C.J., delivering judgment, said: This is a case stated by justices, and it arises out of a hearing of an information preferred by the appellant against the respondent for selling, contrary to the Merchandise Marks Act, 1887, a bottle of wine to which was applied a false trade description, namely, the trade description "Tarragona Port." The justices, having heard the evidence and the arguments, were of opinion that no false trade description had been applied, and accordingly dismissed the information. The material fact is that upon the 9th January of this year the respondent did sell to a certain person a quart bottle of red Spanish wine known as "Tarragona," bearing a label on which were printed the words "Tarragona port." Even before the year 1914 it might have been difficult to justify such a sale, as was said by Bailhache, J., in giving judgment in *Holmes* v. *Pipers, Limited*, 1914, 1 K.B., at p. 64: "The argument is frequently put forward in these cases that if, taking the whole of the description, a contradiction in terms is found, it is absurd to suppose that anyone can be deceived, and therefore the description cannot be a false trade description. It is said in this case that there is a contradiction in terms between the words 'British' and 'Tarragona.' The vice of the argument, however, is that it assumes too much knowledge on the part of the purchaser of this class of article." That case, however, was decided in October, 1913, and in November 1914, an Act of Parliament was passed called the Anglo-Portuguese Commercial Treaty Act, 1914, giving effect to a Protocol set out in the schedule. The first section of that Act of Parliament provides, so far as the word "port" is concerned, that the description "port" applied to any wine or other liquor other than wine the produce of Portugal shall be deemed to be a false trade description within the meaning of the Merchandise Marks Act, 1887, and that Act shall have effect accordingly. In my opinion, the provisions of that section made impossible the kind of argument and defence which were put forward on behalf of the respondent in this case. The question is, was the word "port" applied? If the word "port" was applied, and the wine to which it was applied was not the produce of Portugal, then the word must be deemed to be a false trade description. It is said that that is to give too rigorous a meaning to the Act of 1914. In support of that criticism reference is made to the subsequent Act, the Anglo-Portuguese Commercial Treaty Act of 1916, which became law on the 23rd August, 1916. But I think that the latter Act, if I may use the expression, crosses the t's and dots the i's of the earlier Act. It adds to the earlier Act, and does not subtract from it. The earlier Act having said that wine which is not called port must be wine that comes from Portugal, the latter Act went on to say that it was not enough that the wine should come from Portugal, but there must be also a certificate issued by the competent Portuguese authorities to the effect that it was a wine to which, by the law of Portugal, the description "port" may be applied. In my opinion, after the passing of the Act of 1914, this case was unarguable, and in this special case the appeal ought to be allowed, and the justices should be directed to convict.

SANKEY and SALTER, JJ., concurred, and the appeal was allowed, the case being remitted to the magistrates with a direction to convict.—COUNSEL: *Thorn Drury*, K.C., and *Monier-Williams*; *Barrington Ward*, K.C., and *R. B. Lane*. SOLICITORS: *Monier-Williams* and *Milroy*; *Hunters*.

Reported by J. L. DENISON, Barrister-at-Law.]

NIXON *v.* ERITH URBAN DISTRICT COUNCIL.

Bailhache, J. 15th October.

LOCAL GOVERNMENT—URBAN DISTRICT COUNCIL—WORK DONE AT REQUEST OF COUNCIL—CONTRACT NOT UNDER SEAL—REPUDIATION—PUBLIC HEALTH ACT, 1875, 38 & 39 Vict., c. 55, s. 174—HOUSING OF THE WORKING CLASSES ACT, 1890, 53 & 54 Vict., c. 70, s. 56—HOUSING, TOWN PLANNING, &c. ACT, 1919, 9 & 10 Geo. 5, c. 35, s. 1.

A quantity surveyor claimed fees from an urban district council in respect of work done on their behalf in connection with a scheme, under s. 1 of the Housing, Town Planning, &c., Act, 1919, which was subsequently abandoned. The council refused to pay the fees claimed by him, and he commenced an action to recover them. It was contended on behalf of the council that the plaintiff was not entitled to recover, as the contract had not been sealed with the seal of the council.

Held that, the amount at issue being over £50, and there being no contract under seal, the statutory provisions had not been complied with and the plaintiff was not entitled to recover.

Lawford *v.* Billericay R.D.C., 1903, 1 K.B. 772, and Baker *v.* Holme Cultram U.D.C., 80 J.P. 241, *distinguished*.

The Erith Urban District Council employed a quantity surveyor to furnish a bill of quantities in connection with a building scheme for the erection of certain houses on the Lesney Farm Estate. The surveyor duly furnished the bill of quantities, but the council ultimately did not proceed with the original scheme. The surveyor eventually sent in an account for the work, but the council refused to pay it on the ground (*inter alia*) that they considered it excessive. He then commenced proceedings against them to recover the sum of £1,150, and it was contended on behalf of the defendants that there was no contract with the plaintiff under the seal of the council, and that he was not entitled to recover. The material statutory enactments are as follows:—Public Health Act, 1875, s. 174: "With respect to contracts made by an urban authority under this Act, the following regulations shall be observed, namely: (1) Every contract made by an urban authority whereof the value or amount exceeds fifty pounds shall be in writing, and sealed with the common seal of such authority . . . ." Housing of the Working Classes Act, 1890, s. 56: "Where this part" (Part III) "of this Act has been adopted in any district, the local authority shall have power to carry it into execution (subject to the provisions of this part of this Act with respect to rural sanitary authorities), and for that purpose may exercise the same powers whether of contract or otherwise as in the execution of their duties in the case of the London County Council under the Metropolis Management Act, 1855, and the Acts amending the same, or in the case of sanitary authorities under the Public Health Acts, or in the case of the commissioners of sewers under the Acts conferring powers on such commissioners." Housing, Town Planning, &c., Act, 1919, s. 1: "It shall be the duty of every local authority within the meaning of Part III of the Housing of the Working Classes Act, 1890 . . . . to consider the needs of their area with respect to the provision of houses for the working classes; and . . . . to prepare and submit a scheme for the exercise of their powers under the said Part III."

BAILHACHE, J., delivering judgment, stated the facts and said that the sum claimed (which was a sum at a rate provided by a memorandum issued by the Ministry of Health, and agreed upon between the surveyor and the architect to the council) seemed excessive, in view of the amount of work done, and that, if he were in a position to do so, he would advise a remuneration of a much smaller sum. He had, however, to consider the only serious objection to the claim, *i.e.*, that there was no contract under seal between the plaintiff and the council. If it was rightly contended by the council that they were only bound to pay, if the amount exceeded £50, when the contract was under seal, then the plaintiff clearly had no cause of action. So far, however, as doing the work was concerned, he had done everything that he was expected to do, to have entitled him to remuneration, subject to that one point—that the contract was not under seal. There was no doubt that the ordinary rule of law was that a contract with a corporation must be under seal before it could be sued upon. There were, however, exceptions, see *Lawford* v. *Billericay R.D.C.*, *supra*. The exception in that case applied where the purpose was one for the carrying into effect of which the corporation was created. It would be quite true to say that where duties were by statute imposed upon a corporation which rendered it necessary that work

should be done or goods be supplied to carry them out, then, if the work was done and the goods were supplied, there need be no contract under seal. It had been pointed out in argument that the case of *Lawford* v. *Billericay R.D.C.* (*supra*), was a case of a rural district council and not of an urban district council, and it had been said that that made all the difference; and in order to emphasize this point reference was made to s. 56 of the Act of 1890. That Act was an optional Act as regards the Erith U.D.C., but the powers under it were made compulsory by the Act of 1919. The council, therefore, was in the position of a corporation upon which statutory powers had been imposed, and, having regard to *Lawford* v. *Billericay R.D.C.* (*supra*), was liable upon the contract entered into, if there was nothing in the Public Health Act to prevent it from being liable. Section 174 (1) of that statute was, however, as follows: [His lordship read the material portion of the section] Then there was the case of *Baker* v. *Holme Cultram U.D.C.* (*supra*). It had been truly said, that the council was, in the present case, not acting under the powers of the Act of 1875, but under the powers of the Act of 1890, rendered compulsory by the Act of 1919. It was clear on reading s. 56 of the Act of 1890 that the council did not derive its power to contract from the Act of 1875. But, although the council was acting under the Acts of 1890 and 1919 and not under the Act of 1875, it was provided in those Acts that in the making of contracts they must be made and sealed in the same way as if the contracts were being effected under the Act of 1875. The council could therefore, if the amount was more than £50, only make a contract under seal. The plaintiff was therefore, not entitled to recover, and while his lordship hoped that some arrangement might be come to, as it was obvious that the plaintiff ought to have some remuneration though the amount claimed by him in the action was in excess of that to which he was entitled, the action must be dismissed with costs.—COUNSEL: *J. G. Hurst*, K.C., and *Mulligan*; *Montgomery*, K.C., and *W. Allen*. SOLICITORS: *Webster & Webster*; *Sharpe, Pritchard & Co.*, for *John Atkinson*, Erith.

[Reported by J. L. DENISON, Barrister-at-Law.]

SHAPIRO *v.* **LA MORTA.** Lush, J. 23rd and 26th October.

DEFAMATION—CAUSE OF ACTION—STATEMENTS NOT ACTIONABLE *per se*—ABSENCE OF MALICIOUS INTENTION.

Owing to the failure, at the last moment, of an arrangement under which it was agreed that a professional accompanist should accompany a singer, during a week's engagement at a music hall, another accompanist was substituted. Through ignorance on the part of the manager of the music hall that this change had been made, programmes were issued in which the name of the accompanist who would have performed under the original arrangement appeared, and consequently she lost an engagement elsewhere. She therefore commenced an action for damages in which the jury found: (a) that the manager did not intend to injure her; (b) that he ought to have known that his conduct was likely to injure her; and (c) that he acted malâ fide *towards her. The jury afterwards explained that in their finding (c) they meant by* malâ fide *that the manager, by keeping up the posters and circulating the programmes after the defendants knew of the alteration, was considering his own interests and disregarding the interests of the plaintiff.*

Held, that the statements complained of were not defamatory of her personally and were not calculated to cause her injury; that (c) was not a finding of malice so as to give her a cause of action; and that the action failed.

Witness action. The plaintiff, who was a professional pianist, was, according to the evidence, in the habit of acting as accompanist to singers, including the defendant La Morta (professionally known as Peter Bernard). It was understood by a Mr. Freeman, the manager of a music hall, that the plaintiff was to accompany Mr. Bernard during a certain week in January, 1923, at that music hall. Having been so informed, and no information to the contrary having been subsequently given to him, Mr. Freeman caused programmes and posters to be printed on which the name of the plaintiff appeared as accompanist to Mr. Bernard. The proposed arrangement between Mr. Bernard and the plaintiff fell through, and another accompanist was at the last moment engaged. It was too late to arrange for the printing of fresh programmes for the first evening of the performance, but they were promptly printed and were in circulation on the following evening. The posters were not, however, altered. An unamended programme was also received by one member of the audience on the third night. The plaintiff commenced proceedings against Mr. Bernard and the music hall for damages and alleged that she had suffered special damage to the extent of £6 through the loss of an engagement at another music hall. The questions put to the jury were: (1) Whether the manager intended to injure the plaintiff—Answer: "No"; (2) Whether he ought to have known that his conduct was likely to injure her—Answer: "Yes"; and (3) Whether he had acted *malâ fide* towards her—Answer "Yes." It was submitted that no cause of action had been established.

LUSH, J., delivering judgment, referred to the answers of the jury and said that, with regard to question (3), the interpretation which they put upon it was that the bills and posters were kept up and the programmes were circulated after the defendants knew. The jury had agreed with him when he suggested that when they said that Mr. Freeman acted *malâ fide* towards the plaintiff they meant that he was considering his own interests and disregarding those of the plaintiff. As to whether in law any cause of action had been established, his lordship said that, accepting the findings, and treating them as sufficiently supported by evidence, the plaintiff had, in his opinion, failed to establish any cause of action against the defendants. The law had never recognized such a claim as that which was asserted in the present case. The statements were merely that the plaintiff would accompany a vocalist at certain concerts. They were not defamatory of her personally. They were not disparaging either of her property or of her professional skill; and they were perfectly innocent and not in themselves calculated to cause her any damage. It seemed quite clear that, unless they were published maliciously, *i.e.*, with the intention of injuring the plaintiff, and unless damage followed naturally from them, such statements were not actionable. The law with regard to the responsibilities of a person who published written statements concerning another of which that other complained amounted to this: that if the statements were defamatory, reflecting on the credit or reputation of the plaintiff, a libel action was *primâ facie* maintainable. If, however, false statements were published which disparaged the property, or title to property, of another, or disparaged his business, or the goods which he manufactured, without being defamatory to the owner personally, and an action was brought, three things would have to be proved by the plaintiff, (1) that the statements were untrue, (2) that they caused him actual damage, and (3) that the publishers of the statements acted maliciously. There was no presumption of malice in these cases, and actual damage must be proved to have resulted from the publication. Having regard to the finding of the jury in the present case, the case of *Ratcliffe* v. *Evans*, 1892, 2 Q.B. 524, might usefully be referred to. The question was, what was meant by malice in such cases as these—actions for libel and for slander of title or disparagement of goods? Any wrongful act in itself calculated to injure another and wilfully and intentionally done was malicious in contemplation of law. Everybody must be taken to intend the direct and natural consequences of his acts. If the direct and natural consequences were to injure another, he was taken to injure him and was responsible accordingly: see *Wilkinson* v. *Downton*, 1897, 2 Q.B. 57. In the present case the statements complained of were neither defamatory nor disparaging, nor, in themselves, calculated to injure the plaintiff. In order to succeed in such an action the plaintiff must prove, not only that the statements were untrue to the defendants' knowledge and were intentionally published, but that they were published with the actual intention of injuring the plaintiff. His lordship, after referring to *Miller* v. *David*, L.R. 9 C.P. 118, and *Kelly* v. *Partington*, 5 B. & Ad. 645, said that it was clear from those cases that an intention to injure was an essential part of the cause of action in a case like the present case. The jury had by their answer to the first question expressly negatived any such intention. The finding of *mala fides* was, as they explained afterwards, only intended by the jury to mean that the defendants considered their own interests and disregarded those of the plaintiff. That was not a finding of malice. It amounted merely to a finding that the defendants did not take the care which they ought to have taken to protect the plaintiff against the risk of losing another engagement. She had, therefore, no cause of action. The action also failed on the further ground that the damage was only an indirect consequence of the statements and was too remote.—COUNSEL: *Gilbert Beyfus*; *Harold Murphy*. SOLICITORS: *S. A. Bailey*; *Slephenson, Harwood & Tatham*.

[Reported by J. L. DENISON, Barrister-at-Law.]

County Courts.

Woolwich County Court.

LENNOX *v.* **KAYE.** Judge Granger. 31st October.

SALE OF GOODS—MOTOR-CYCLE—MISREPRESENTATION AS TO MAKE AGE AND QUALITY OF MACHINE—BREACH OF WARRANTY OF QUALITY—DAMAGES EXCEEDING PRICE PAID.

Where there is a breach of warranty of quality by the seller of goods, the buyer is primâ facie *entitled to recover as damages the difference between the value of the goods at the time of delivery and the value they would have had if they answered to the warranty, and the same principle will apply even where the damages thus recoverable exceed the price actually paid.*

Action for damages for misrepresentation and alternatively for breach of warranty of quality in connection with the sale of a motor-cycle. In October, 1922, the defendant advertised for sale a three and a quarter horse power two-speed new Chater Lea motor-cycle and in a letter subsequently written to the plaintiff represented that it was a brand new cycle and a 1922 model. The plaintiff, relying on the representations, bought the motor-cycle for £15, but on subsequently discovering that the cycle was not such as it was represented to be, brought an action for damages for misrepresentation and alternatively for breach of warranty of quality. At the trial it was proved that the frame and fork of the machine was the make of the Chater Lea Co., but that they were of a very old pattern, and that the engine and various other parts of the machine were merely an assembly of oddments, and that it would be quite incorrect to describe it as a Chater Lea or a brand new machine of the 1922 pattern. It was further proved that the value of the machine sold would be £5, but that the value of the machine if it had been such as it had been represented to be would have been £50.

His Honour held that the measure of damages would be the same whether the claim was for misrepresentation or for breach of warranty of quality; that according to s. 53 (3) of the Sale of Goods Act, 1893, the loss which the buyer suffered in the case of breach of warranty of quality was *primâ facie* the difference between the value of the goods at the time of delivery to the buyer, and the value they would have had if they had answered to the warranty; and that the difference in this case being £45, the buyer was entitled to that sum as damages notwithstanding the fact that he had only paid £15 for the motor-cycle in question.—COUNSEL: *G. L. Hardy* for the plaintiff; defendant in person.

[Reported by T. J. SOPHIAN, Barrister-at-Law.]

Solicitors Struck off the Roll.

17th Nov. THOMAS FRANCIS WATERHOUSE, formerly of Wolverhampton and Sedgley, Staffordshire, who pleaded guilty at Stafford Assizes last July to converting fraudulently £12,684 entrusted to him by divers persons, and who was sentenced to nine months' imprisonment in the second division.

GEORGE ROBINSON, formerly of Strood and Rochester, who pleaded guilty at Maidstone Assizes last June to converting fraudulently £18,900 odd, and who was sentenced to four years' penal servitude.

ARTHUR EDWARD WATTS, formerly of Folkestone, who pleaded guilty at Maidstone Assizes last June to forging and uttering certain deeds and to converting fraudulently certain indentures of conveyance and £1,930 in money, and who was sentenced to four years' penal servitude.

21st Nov. HUGH THORNE, formerly of Barnstaple, now of the Federated Malay States, who had been convicted before the Court of the Judicial Commissioners, to Ipah, in the Federated Malay States, of a criminal breach of trust, and sentenced to twelve months' imprisonment.

In Parliament.

New Statutes.

On the 16th inst. the Royal Assent was given to—
Workmen's Compensation Act, 1923.

House of Lords.

14th Nov. Foot-and-Mouth Disease. Lord Strachie called attention to the numerous and wide-spread outbreaks of this disease and to the seriousness of the position. After discussion the Earl of Ancaster (Parliamentary Secretary to the Ministry of Agriculture) agreed as to the very serious nature of the outbreak, and said the Ministry were taking all possible precautions.

15th Nov. Workmen's Compensation (No. 2) Bill passed through all its stages.

16th Nov. Parliament was prorogued after the King's Speech had been delivered to both Houses by the Lord Chancellor (in pursuance of His Majesty's Command) as follows:—

"*My Lords and Members of the House of Commons,*

"My Government have recently initiated negotiations aiming at the appointment, with the collaboration of the United States, of a Commission of Enquiry to determine Germany's capacity to pay Reparation. Unfortunately it has not been possible to secure the assent of the French Government to these proposals, which it had been hoped would lead to a solution of the Reparation problem. My Government regard with profound anxiety the continuance of the present economic conditions in Europe, which depend so largely on the settlement of this question.

"A serious situation has developed in Germany which is engaging the close and earnest attention of My Government.

"The arduous negotiations for peace with Turkey, begun in November, 1922, have, I am happy to say, been brought to a successful conclusion. A Bill to carry into effect certain provisions of the settlement reached at Lausanne on the 24th July last will be laid before Parliament as soon as possible.

"It is My earnest hope that the conclusion of this Treaty may bring real peace to the Near East, and may herald an era of political and commercial prosperity for Turkey and for the countries which are renewing friendly relations with her.

"Negotiations are proceeding with the United States Government for a settlement of the difficulties with regard to the carriage of liquor in transit, and illicit importation, into the United States.

"I deplore the disaster which has recently befallen Japan. The heart-felt sympathy of My country is with the Japanese Government and people, our former Allies and close friends, who are bearing this national tragedy with characteristic fortitude and heroism.

"My Government have welcomed the opportunity afforded them during the last few weeks of meeting so many of My Ministers from the self-governing Dominions and the representatives of India.

"The Conferences which have just terminated have been marked throughout by a spirit of great cordiality and good-will. Important questions affecting the foreign relations and the defence of My Empire were carefully examined, and particular attention was devoted to the promotion of trade and settlement within the Empire upon which the well-being of My people so largely depends at this time. I am convinced that meetings of this kind are of the highest value in promoting the spirit of mutual co-operation amongst My people at home and overseas.

"*Members of the House of Commons,*

"I thank you for the provision you have made for the public service.

"*My Lords and Members of the House of Commons,*

"The position of agriculture and the problem of unemployment throughout the country continue to cause Me deep anxiety. Despite all the efforts of My Government to stimulate trade and to alleviate distress, the circumstances of large numbers of our fellow-citizens still remain deplorable. My Ministers are convinced that unless measures for safeguarding and development of the home market are adopted, no permanent improvement in their situation can be expected.

"In bidding you farewell, I pray that the blessing of the Almighty God may rest upon your labours."

House of Commons.

13th Nov. Workmen's Compensation (No. 2) Bill. As amended in the Standing Committee. Considered. New clauses—Power to review weekly payments on fluctuations in rate of remuneration; Power to order partial incapacity to be treated as total incapacity in certain cases; Increase to £200 of minimum amount of compensation in fatal cases—introduced, and amendments made.

14th Nov. Workmen's Compensation (No. 2) Bill. As amended in the Standing Committee further considered. Further amendments made and new clauses added—Registration of agreements compromising disputed claims; Power to extend principal Act to aircraft outside Great Britain. Bill read a Third time and passed.

15th Nov. Motion by Mr. J. Ramsay Macdonald—

"That this House censures the neglect of His Majesty's Government to deal with the pressing needs of the unemployed; regrets its failure to devise and pursue a national policy calculated to restore the influence of the country abroad and re-establish international peace and trade; condemns the decision of the Government to leave millions of British people in want in order to fight an election on an undisclosed scheme of tariffs and Imperial preference, conceived by sections of capitalists in their own interests, the effect of which must be to increase the cost of living and encourage the formation of anti-social trusts and combines."

After discussion, rejected by 285 to 190.

Ruhr Occupation: Explanation as to date of Law Officers' opinion against its legality.

16th Nov. Parliament prorogued to 20th December.

16th Nov. Parliament dissolved.

Questions.

RESTORATION OF ORDER IN IRELAND ACT.

Sir K. WOOD (Woolwich, W.) asked the Prime Minister whether he can make any statement concerning the deliberations of the Committee set up to review the provisions of the Restoration of

Order in Ireland Act, and the Regulations thereunder; and whether any legislation is contemplated in connection therewith?

The SECRETARY OF STATE FOR THE HOME DEPARTMENT (Mr. Bridgeman): I have been asked to reply to this question. I understand the Committee have held three meetings, and are pressing forward with their inquiry. The question of legislation must await the Report of the Committee. (14th Nov.)

JUVENILE OFFENDER (SENTENCE, DARWEN).

Sir F. SANDERSON (Darwen) asked the Home Secretary whether he will have inquiries made into the case of Harold Leslie Bowron, of Darwen, a boy, who has recently been sentenced to three years' detention at a Borstal institution for stealing one banana, with a view to withdrawing him from Borstal and placing him under the supervision of a suitable probation officer, by which treatment he would have a very much better opportunity of redeeming his reputation and of developing into a good citizen?

Mr. BRIDGEMAN: I am having inquiry made, and will inform the hon. Member of the result.

SPIRITS ACT, 1880.

Mr. C. ROBERTS (Derby) asked the President of the Board of Trade if he has considered whether the exportation of spirits without payment of duty for transhipment on the high seas is legal under the Spirits Act, 1880; and whether he will submit any case of such action that may be brought to his notice to the Public Prosecutor?

Mr. CHAMBERLAIN: I am advised that the transhipment on the high seas of spirits exported without payment of duty is not of itself an infringement of the provisions of the Spirits Act, 1880; the second part of the question does not, therefore, arise.

COLONIAL SECURITIES.

Mr. A. M. SAMUEL (Farnham) asked the Under-Secretary of State for the Colonies whether the Imperial Government continues to exercise its right to interfere with or, if necessary, disallow a domestic Act of a British Dominion or Colony if such Act, in the opinion of the Imperial Government, impairs the terms of contract subject to which the Dominion or Colony has previously issued to investors, as trustee securities, stock registered in the United Kingdom and subject to Section 2 of the Colonial Stock Act, 1900, the Colonial Stock Acts, 1877 and 1892, and the Trustee Act, 1893?

Mr. ORMSBY-GORE: I would refer my hon. Friend to the provisions of Statutory Rule and Treasury Order No. 926 of 1900, a copy of which I am sending to my hon. Friend.

STATEMENT OF RATES ACT.

Mr. A. M. SAMUEL (Farnham) asked the Minister of Health whether and what steps are taken to secure that the provisions of the Statement of Rates Act, 1919, are adequately observed, so that weekly tenants may be informed of the amount of compounded rates included in their rent; and whether there have been any complaints of or prosecutions for non-observance of the Act?

Sir W. JOYNSON-HICKS: The Act imposes a penalty for non-compliance with its provisions, but does not make it the duty of any person or authority to take steps to secure that those provisions are observed. I have received a few complaints in the matter, but have no information as regards prosecutions under the Act.

PANEL DOCTORS' FEES (COURT OF INQUIRY).

Lieut.-Colonel NALL (Hulme) (by private notice) asked the Minister of Health whether he had received an answer to the final offer he made to the panel practitioners regarding their terms of service after 1st January and, if so, what action he proposed to take?

Sir W. JOYNSON-HICKS: Yes, Sir. My offer was accepted by a unanimous resolution of the Conference of Panel Committees held yesterday, the alternative being chosen of a Court of Inquiry to investigate and make recommendations as to the capitation fee properly payable as from the 1st of January. I am taking steps to set up the Court as quickly as possible. I understand the resignations will be withdrawn.

Mr. RHYS DAVIES: Will the right hon. Gentleman state where he is going to find the money to pay the increase from 7s. 3d. to 8s. 6d.? Will he consult the approved societies on this question and at once call together his own Consultative Council to find out what they think?

Sir W. JOYNSON-HICKS: The question whether anything will have to be paid to the doctors above 7s. 3d. is a matter for the Court of Inquiry. There is no need for me to consider finding any money until the Court has arrived at a decision. I shall be perfectly prepared to call together my Consultative Council. I have been in communication with them yesterday and to-day, and wrote them a very long letter in reply to one which they sent to me this morning.

Sir K. WOOD (Woolwich, W.): Can the right hon. Gentleman announce the terms of the Inquiry—the form of the reference which is to be put before the Court?

Sir W. JOYNSON-HICKS: No, Sir, but it will be a very simple one. I have not drafted it yet, but I may say, without binding myself to the exact terms, that it will simply be to ask the Court of Inquiry to ascertain what is the correct figure to be paid to the doctors for the medical service they render.

Sir J. BUTCHER (York): Will it be open to the representatives of the panel doctors as well as to the representatives of the approved societies to appear before the Court of Inquiry?

Sir W. JOYNSON-HICKS: Yes, Sir; both parties.

RUHR OCCUPATION.

Mr. FOOT (Bodmin) asked the Prime Minister the date on which the opinion of the Law Officers of the Crown was given as to the legality of the action of the French Government in occupying the Ruhr?

THE PRIME MINISTER (Mr. Baldwin): The date was 11th April.

WORKMEN'S COMPENSATION.

Mr. J. GUEST (Hemsworth) asked the Home Secretary if he is aware of the long delay in the hearing of claims in the various County Courts in South Yorkshire and that, in cases where workpeople suffering from accident are having to claim their compensation through these Courts, this delay leaves them in poverty and destitution and prejudices their claims in many cases when the hearing takes place; and if he will take the steps necessary to enable these Courts to deal with the arrears of business and keep their work up to date?

Mr. LOCKER-LAMPSON: Some representations on the subject were made to the Home Office in 1922, and the matter was carefully gone into. I was not aware that there had been any cause for complaint recently. If the hon. Member will furnish me with details, I will communicate with the Lord Chancellor, within whose jurisdiction the matter falls.

Mr. J. GUEST asked the Home Secretary what was the amount paid in premiums to insurance companies to insure against all risks under the Workmen's Compensation Acts for the year 1922; and also the amount paid out by these insurance companies during the same year as compensation for accident to injured workpeople?

Mr. LOCKER-LAMPSON: The returns made by the insurance companies to the Board of Trade for the year 1922 show that the total amount of the premiums paid to the companies was £5,672,658, and that the total amount paid out under policies was £2,863,324. Payments under policies, however, include legal and medical expenses incurred in connection with claims, so that the amount received by the workmen as compensation was somewhat less than this.

Mr. GUEST: What is the Department doing in connection with this grossly unjust business?

Mr. LOCKER-LAMPSON: Negotiations have been going on with the insurance companies, and I believe that the system in future will be very much more satisfactory as regards percentage of compensation. (15th Nov.)

New Orders, &c.

County Courts.

HOLMFIRTH COUNTY COURT OFFICE ORDER, 1923.

On the 1st day of December, 1923, the Registrar of the County Court of Yorkshire (West Riding) held at Huddersfield, will cease to keep open an office of the said Court at Holmfirth.

15th November.

Criminal Procedure, England.

INDICTMENTS.

THE INDICTMENT RULES, 1923.

We, the Rule Committee established under section 2 of the Indictments Act, 1915, hereby make the following Rules:—

1. The additional form numbered 33, and appended hereto, shall be used in cases to which it is applicable.

2.—(1) These Rules may be cited as the Indictment Rules, 1923, and, together with the Indictment Rules, 1915 (scheduled

to Indictments Act, 1915], and 1916 [S.R. & O., 1916, No. 282], and the Indictment (Criminal Informations and Inquisitions) Rules, 1916 [S.R. and O., 1916, No. 323], as the Indictment Rules, 1915-1923.

(2) These rules shall come into operation on the 1st day of December, 1923, and shall not apply to indictments in the case of persons committed for trial before that day.

FORM 33.

STATEMENT OF OFFENCE.

First Count.

INFANTICIDE CONTRARY TO SECTION 1 (1) OF THE INFANTICIDE ACT, 1922.

Particulars of Offence.

A.B., on the day of , 1923, in the County of , caused the death of her newly-born child by a wilful act, that is to say by stabbing it with a knife, but at the time of the act she had not fully recovered from the effect of giving birth to such child and by reason thereof the balance of her mind was then disturbed.

STATEMENT OF OFFENCE.

Second Count.

Same as First Count.

Particulars of Offence.

A.B., on the day of , 1923, in the County of , caused the death of her newly-born child by a wilful omission, that is to say by wilfully neglecting to , but at the time of the omission she had not fully recovered from the effect of giving birth to such child and by reason thereof the balance of her mind was then disturbed.

Dated the 12th day of November, 1923.

Hewart, C.J. *Herbert Stephen.*
Horace E. Avory. *Herbert Austin.*
Robert Wallace. *W. B. Prosser.*
Richard D. Muir.

Approved,
Cave, C.

Coroner, England.

FORM OF INQUISITION.

THE CORONERS INQUISITION ORDER, 1923.

I, George Viscount Cave, Lord High Chancellor of Great Britain, in pursuance of subsection (2) of Section 18 of the Coroners Act, 1887 (50 & 51 Vict. c. 71), do hereby order as follows :—

1. There shall be inserted in paragraph (*c*) of the Form of Inquisition contained in the Schedule to the Order of the Lord Chancellor dated the 12th day of June, 1916 (S.R. & O., 1916, No. 374), after the words "Or, do further say that the said E.F. on the said day of , 191 , in the County of unlawfully killed the said C.D.", the following words :—

INFANTICIDE.

"*Or*, do further say that the said E.F. on the day of 192 , in the County of by the unlawful and wilful act (or omission) aforesaid caused the death of her newly-born child, but at the time of the act (or omission) she had not fully recovered from the effect of giving birth to such child and by reason thereof the balance of her mind was then disturbed and that she was guilty of infanticide."

2. This Order may be cited as the Coroners Inquisition Order, 1923, and shall be read and construed with the said Order dated the 12th day of June, 1916, which shall have effect as amended by this Order.

Dated this 12th day of November, 1923.

Cave, C.

Board of Trade.

Safeguarding of Industries.

PREVENTION OF DUMPING.

SUPPLEMENTARY REGULATIONS, DATED OCTOBER 29, 1923, MADE BY THE BOARD OF TRADE PRESCRIBING THE FORM OF CERTIFICATE OF ORIGIN UNDER SECTION 5 OF THE SAFEGUARDING OF INDUSTRIES ACT, 1921 (11 & 12 GEO. V, C. 47).

The Board of Trade, in exercise of the powers conferred upon them by Section 5 of the Safeguarding of Industries Act, 1921 (11 & 12 Geo. V, c. 47), and of all other powers enabling them in that behalf, do hereby prescribe that the form of Certificate of Origin contained in the Second Schedule to the Regulations of the 1st August, 1922 (S.R. & O., 1922, No. 865), may, in such cases and subject to such conditions as the Board may by written authority to the Commissioners of Customs and Excise from time to time direct, be certified and signed by or on behalf of a Chamber of Commerce instead of by a British Consular Officer, and shall if so certified and signed be deemed to be proof in the prescribed form notwithstanding anything in the Regulations of the 1st August, 1922, aforesaid.

Percy Ashley,
An Assistant Secretary to the Board of Trade.

29th October.

German Reparation (Recovery).

THE GERMAN REPARATION (RECOVERY) (No. 2) ORDER, 1923.

The Board of Trade in pursuance of the powers conferred upon them by Section 5 of the German Reparation (Recovery) Act, 1921, and of all other powers enabling them in that behalf upon the recommendation of a Committee constituted under Section 5 of the said Act hereby make the following Order :—

1. This Order may be cited as "The German Reparation (Recovery) (No. 2) Order, 1923."

2. Any articles of the following description shall be exempt from the provisions of the said Act, that is to say, any articles in respect of which it is proved to the satisfaction of the Commissioners of Customs and Excise that such articles are imported by or on behalf of a Department of His Majesty's Government for experimental or test purposes and that no payment is made therefor, even though they may subsequently be retained by that Department.

S. J. Chapman,
A Secretary, Board of Trade.

29th October.

THE GERMAN REPARATION (RECOVERY) (No. 3) ORDER, 1923.

The Board of Trade, in pursuance of the powers conferred upon them by Section 5 of the German Reparation (Recovery) Act, 1921, and of all other powers enabling them in that behalf upon the recommendation of a Committee constituted under Section 5 of the said Act hereby make the following Order :—

1. This Order may be cited as "The German Reparation (Recovery) (No. 3) Order, 1923."

2. Any articles of the following description shall be exempt from the provisions of the said Act, that is to say, any articles in respect of which it is proved to the satisfaction of the Commissioners of Customs and Excise that such articles are memorial tablets imported on behalf of the Imperial War Graves Commission for erection on the graves of deceased German prisoners of war.

S. J. Chapman,
A Secretary, Board of Trade.

29th October.

Ministry of Health.

PANEL DOCTORS FEES.

COURT OF INQUIRY MEMBERS.

The Ministry of Health has issued the following :—

The Court of Inquiry to be appointed by the Minister of Health and the Secretary for Scotland with reference to the amount of the capitation fee to be paid as from 1st January, 1924, to practitioners serving under the National Health Insurance scheme, will be composed as follows :—

Chairman, Mr. T. R. Hughes, K.C. (Chairman of the General Council of the Bar), with Mr. F. C. Goodenough (Chairman of Barclays Bank), and Sir Josiah Stamp, K.B.E.

It will be remembered that Sir Josiah Stamp has special knowledge of this question, having been one of the arbitrators appointed by the Government to deal with it in 1920.

The terms of reference to the Committee are under consideration and will be published later.

PUBLIC HEALTH, ENGLAND.

THE PUBLIC HEALTH (DRIED MILK) REGULATIONS, 1923.

The Minister of Health has made the following regulations under the Public Health Act, 1875, the Public Health (London) Act, 1891, the Public Health Act, 1896, the Public Health (Regulations as to Food) Act, 1907, and s. 8 of the Milk and Dairies (Amendment) Act, 1922 :—

1. These Regulations may be cited as the Public Health (Dried Milk) Regulations, 1923, and shall come into operation on the 1st day of May, 1924.

2. (1) In these Regulations unless the context otherwise requires—

"The Minister" means the Minister of Health

"Local Authority" means any Local Authority authorised to appoint an analyst for the purposes of the Sale of Food and Drugs Acts, 1875 to 1907, and "public analyst" means an analyst so appointed;

"Dried milk" means milk, partly skimmed milk, or skimmed milk, which has been concentrated to the form of powder or solid by the removal of water;

"Skimmed milk" includes separated or machine-skimmed milk;

"Gross weight" of a tin or other receptacle means the weight of the tin or other receptacle and of its contents;

"Label" includes a mark.

Percentages shall be calculated by weight.

(2) These Regulations apply to dried milk to which no other substance has been added and to the dried milk contained in any powder or solid of which not less than 70 per cent. consists of dried milk.

(3) The Interpretation Act, 1889, applies to the interpretation of these Regulations as it applies to the interpretation of an Act of Parliament.

3. The Local Authority shall enforce and execute these Regulations, and for this purpose shall make such enquiries and take such other steps as may seem to them to be necessary for securing the due observance of the Regulations in their district.

4. No person shall sell or expose for sale or deposit in any place for the purposes of sale, or despatch or deliver to any purchaser, broker, or agent any dried milk intended for human consumption unless the dried milk—

(1) is contained in a tin or other receptacle which is labelled in the manner prescribed in the Schedule to these Regulations; and

(2) contains not less than the following percentages of milk fat, namely,—

In the case of milk described as dried full cream milk not less than 26 per cent.;

In the case of milk described as dried three quarter cream milk not less than 20 per cent.;

In the case of milk described as dried half cream milk not less than 14 per cent.; and

In the case of milk described as dried quarter-cream milk not less than 8 per cent.:

Provided that—

(*a*) The provisions of this Article shall not apply in any case where the dried milk is contained in a tin or other receptacle whose gross weight exceeds ten pounds; and

(*b*) Where dried milk is sold by weight and is not placed in the tin or other receptacle in which it is delivered to the purchaser until immediately before such delivery, the provisions of Rules 1 to 4 of the Schedule shall be deemed to be satisfied if the matter therein required to appear on a label affixed to the tin or other receptacle is printed on a separate label or notice delivered to the purchaser, and the last sentence of the declaration required by Rule 1 of the Schedule may be varied so as to relate to one pound or to any other specified weight of the article sold instead of the contents of the actual tin or other receptacle.

5. (1) The Medical Officer of Health, and any person authorised by him or by the Local Authority in writing, may procure any sample of dried milk, and where an analysis is required for the purposes of these Regulations shall submit the sample to the public analyst and shall forthwith notify to the seller or his agent selling the dried milk his intention to have the same analysed by the public analyst.

(2) Except where the sample is procured for the purpose of testing the quantity of milk, partly skimmed milk, or skimmed milk of which the contents of a tin or other receptable are the equivalent, the provisions of Section 14 of the Sale of Food and Drugs Act, 1875, as amended by Section 13 of the Sale of Food and Drugs Act, 1899, relating to the division of the sample into three parts and the separation, marking and disposal of such parts shall apply.

(3) Where the sample is procured for the purpose of testing the quantity of milk, partly skimmed milk or skimmed milk of which the contents of a tin or other receptacle are the equivalent, the person by whom the sample is procured shall as soon as may be after the net weight of the contents has been ascertained deliver a part of the sample to the seller or his agent.

6. Any officer authorised by the Minister and any officer of the Local Authority duly authorised by the Authority in writing shall have power to enter at all reasonable times any premises where dried milk is prepared, packed, labelled or stored and to inspect any process carried on therein and to take samples of any article used or capable of being used in the preparation of dried milk and of any labels designed to be used for affixing to tins or other receptacles of dried milk.

7. Where the Local Authority on a report to them from the public analyst or otherwise are of opinion that a consignment of dried milk deposited within their district and intended for sale for human consumption does not comply with the requirements of these Regulations they shall endeavour to ascertain where it was manufactured and labelled. If it is ascertained that such dried milk was manufactured or labelled at a place in England or Wales, the Local Authority shall communicate the facts which they have ascertained to the Local Authority for the district in which such place is situated. If it is ascertained that such dried milk was manufactured or labelled at a place not in England or Wales, the Local Authority shall communicate the facts to the Minister.

8. In any proceedings under these Regulations the certificate of the public analyst of the result of the chemical examination of a sample shall be sufficient evidence of the facts therein stated unless the defendant requires that the analyst be called as a witness.

9. A person, in relation to anything within his knowledge, shall truly answer all such questions put to him by the authorities authorised to enforce and execute these Regulations or their officers, or by an officer authorised by the Minister, as may be necessary for the purposes of these Regulations, and shall produce for inspection all such books as the authority or officer may reasonably require for the purposes of ascertaining the persons or places from which dried milk has been obtained and to whom and where it has been consigned or otherwise.

The Schedule.

[Rules with respect to the Labelling of Dried Milk.]

5th November.

Note.—The Public Health Act, 1896, provides by sub-section (3) of Section 1 that if any person wilfully neglects or refuses to obey or carry out, or obstructs the execution of any regulations made under any of the enactments mentioned in that Act, he shall be liable to a penalty not exceeding £100, and, in the case of a continuing offence, to a further penalty not exceeding £50 for every day during which the offence continues.

The power of making regulations under the Public Health Act. 1896, and the enactments mentioned in that Act, is enlarged by the Public Health (Regulations as to Food) Act, 1907, as amended by the Milk and Dairies (Amendment) Act, 1922.

The following circular explaining the Regulations has been issued:—

Sale of Food and Drugs Acts Authorities. (England and Wales.)

MINISTRY OF HEALTH,
Whitehall, S.W.1,
8th November, 1923.

DRIED MILK.

Sir,—I am directed by the Minister of Health to forward for the information of the Local Authority the enclosed copy of the Public Health (Dried Milk) Regulations, 1923, prescribing the labelling and composition of dried milk. The Regulations will come into operation on the 1st May, 1924.

It will be seen that the provisions of the Regulations are generally similar to those of the Regulations recently issued with regard to condensed milk, and the remarks contained in Circular 393 will, therefore, apply with the necessary modifications to the new Regulations.

The following points of difference may, however, be specially mentioned:—

(i) The sole responsibility for the enforcement of the Regulations is entrusted to Local Authorities, no duties being assigned to the Officers of Customs and Excise.

(ii) Under Article 5 (3) of the Regulations the person who procures a sample for the purpose of testing the equivalent quantity of liquid milk is required to send a part of the sample to the seller after the net weight has been ascertained. No definite procedure is laid down for ascertaining the weight, but it will of course be necessary that this should be done in such a manner as to ensure that sufficient proof is available as to the accuracy of the estimation. In some cases it may be convenient for the person who takes the sample to weigh the contents in the presence of the seller, and where this course is adopted there would be no difficulty in following the ordinary procedure for the division of the sample into three parts.

(iii) It will be observed that Article 4 (2) of the Regulations, which deals with the composition of dried milks, prescribe minimum percentages only of milk fat. But the requirements as to labelling contained in the Schedule provide that the equivalent amount of liquid milk contained in dried milks is to be calculated by reference to a definition of milk similar to that adopted in the case of the Condensed Milk Regulations, and comprising minimum percentages of both milk fat and total milk solids.

The Regulations and this Circular will be placed on sale, and copies may be obtained through any bookseller or directly from H.M. Stationery Office.

I am, Sir,
Your obedient Servant,
A. K. Maclachlan,
Assistant Secretary.

The Clerk of the Council
or
The Town Clerk.

Societies.

Gray's Inn Moot Society.

A Moot will be held in Gray's Inn Hall, on Monday, the 26th of Nov. 1923, at 8.30 p.m., before Master Edward Clayton, K.C. (Master of the Moots).

On the 10th August 1922 B & Co., the solicitors of A, who was then insolvent, wrote a letter to C, a moneylender and one of A's creditors, stating that A had placed his affairs in their hands as he found himself unable to meet his liabilities. The letter further stated that f a suggestion therein contained for reducing the amount of C's claim was accepted the assets would be sufficient to pay all the creditors 10s. in the £.

On the same day B & Co., wrote to each of A's other creditors a similar letter setting out the proposal that had been made to C.

C refused the offer and issued a writ and recovered judgment for the full amount of his claim. This was followed by a bankruptcy notice served on A on the 21st October, 1922, and a bankruptcy petition presented on the 10th November 1922 on which a receiving order and an order of adjudication were made, the act of bankruptcy alleged and proved being the non-compliance with the bankruptcy notice. In the meanwhile and before such act of bankruptcy B & Co. had distributed a sum of £500 which was in their hands and which represented the whole of A's assets *pari passu* among A's creditors other than C. Of this sum D, one of the creditors, received £250. B & Co., acted throughout on A's instructions.

On 19th April 1923 on a motion in bankruptcy by the Trustee B & Co. were ordered to repay to the Trustee the £500.

On the same day on an *ex parte* application by B. & Co. leave was given to B. & Co. to use the name of the Trustee in proceedings to recover the sum of £250 which they had paid to D.

On the 16th May 1923 B. & Co., pursuant to the order against them, paid the Trustee the £500.

On the 20th May 1923 a motion in bankruptcy in the name of the Trustee was launched against D for the recovery of the £250, on which subsequently the court ordered D to pay that amount to the Trustee.

D appeals from this order.

All members of the four Inns of Court are invited to attend. Two "Counsel" will be heard for each of the Parties. The procedure will be in accordance with the practice of the Court of Appeal.

Suggestions for the Reform of Company Law.

The following is the concluding part of Mr. Herbert W. Jordan's Lecture of "Sixty years of Company Registration," to which we refer elsewhere :—

RECENT DEVELOPMENTS.

During the past few years, development has been the most marked in the directions of amalgamations and capitalisations.

Holding Companies and Amalgamations.—Many important amalgamations have been effected, either by the absorption of one company by another undertaking, the former company going into liquidation, or by the acquisition by the latter of a controlling interest in the former. The second course is more generally favoured now, and is resorted to very largely. By acquiring shares of a company carrying most of, if not all, the voting rights in a number of other companies, a "holding company" obtains absolute control over the latter. Companies having controlling interests in other undertakings occupy a favourable position, as they possess the strength and stability of an amalgamation without sacrifice of the individuality of the constituent companies. By a judicious exercise of its powers the holding company can frequently create an organisation sufficiently strong to enable it to meet competition more effectively. Admittedly on such combines becoming powerful enough to be described as "trusts" they are sometimes apt to act in an oppressive manner towards competitors and to raise the prices of their commodities against the consumer. But the British public has an aversion to monopolistic systems, and is not likely to fail to impose its will on trusts that overreach themselves. An impartial investigation would, however, probably show that on the whole the formation of holding companies, not excepting those popularly regarded as trusts, have contributed materially to our national wealth (if the term be permissible in these days). During the later stages of the war and the boom period that followed its conclusion, trusts were afforded unlimited opportunities of fleecing the public if they were so minded ; nevertheless the reports of the various Committees on Trusts appointed under the Profiteering Acts 1919 and 1920 convey the impression generally that the Committees considered that the operations of many combines and trusts were beneficial, and that few have been guilty of serious transgressions. To place hindrances in the way of the formation of holding companies would be a retrograde step, although it is not improbable that in course of time legislation may be needed to safeguard the interests of the community. Were it not for the existence of some of our larger holding companies and amalgamations of various kinds and the interlocking connections between companies carrying on industries related in varying degrees to the dominant undertaking—as in the case of the shipping industry—we should undoubtedly have lost much overseas trade which we still retain. No doubt a good deal will be heard on the subject of trusts in the immediate future having regard to the policy adumbrated by the Prime Minister. Whether or not the tendency to form trusts would be accelerated by the imposition of tariffs we need not stop to inquire ; but, as Mr. Baldwin has said, the trust to beware of is the international one, and it is to be hoped that any such trust will be dealt with by the League of Nations on its becoming a menace to the civilised world.

Whenever any further legislation is proposed affecting companies, whether having reference to companies generally or to trusts in particular, it is to be hoped that the observations of the Company Law Amendment Committees of 1894 and 1905 conveyed in the following passages extracted from their respective reports, will be borne in mind.

The 1894 Committee stated that :—

> "The capital embarked in English Companies exceeds that represented by French and German Companies together by at least £315,000,000. The number of persons who are interested either as shareholders or bond or debenture holders in these Companies is of course enormous. It is obvious that legislation affecting interests of this magnitude and widespread character demands great caution and care. Restrictive provisions, which may have the effect of either curtailing the facilities for the formation of Companies which bring so much business to England or of embarrassing the administration of Companies, or deterring the best class of men from becoming Directors, are not to be lightly entertained."

The views of the 1905 Committee were expressed in the following paragraphs :—

> "It will, in our opinion, be convenient before stating the conclusions at which we have arrived on particular points, if, by way of preface, we define the attitude we have assumed in approaching the problem of Company Law reform. The magnitude of the interests involved in joint stock enterprises in this country under the Companies Acts, 1862-1900, must be universally recognised. The Company system inaugurated by the Act of 1862 has given an immense stimulus to commercial enterprise. Under this system British trade has widely developed, and the wealth of the community has been largely augmented. The number of Companies now carrying on business under the Acts is more than 40,000. The capital embarked in the undertakings of these Companies exceeds, according to the most recent Board of Trade Return, £2,000,000,000.
>
> "The area in which these Companies operate is not limited to any particular country ; no doubt the bulk of them carry on business in the United Kingdom, but many, including some of great magnitude, operate in India, the colonies, and foreign countries.
>
> "In the result these Companies include a large and increasing proportion of the business concerns, both large and small, of the country, and especially banking, discount and financial businesses, breweries, collieries, manufacturing concerns of all kinds, tramways, railways (in India and foreign countries), shipbuilding and shipowning, land and building and mining undertakings.
>
> "The debentures and debenture stocks of these Companies aggregate some hundreds of millions of pounds. The number of persons interested as shareholders, debenture-holders, stockholders, customers, creditors, and employees is legion.
>
> "Applying the information furnished to us from the personal experience of some members of the Committee and that

afforded by the statements received from Chambers of Commerce throughout the country, we are satisfied that the great majority of these Companies are honestly formed and conducted. Convinced therefore of the beneficial operation of the present Company system we have felt that legislation affecting interests of such magnitude demands great caution, and that whilst it is desirable by all reasonable means to repress fraud, the utmost care should be taken not unduly to curtail the facilities and advantages under which honest enterprise has for so many years flourished and still flourishes."

Amongst the recommendations of the 1905 Committee was one relating to the rate of capital duty as follows :—

" As regards stamp duties, we think that the capital duty on registration should be reduced from 5s. to not more than 2s. 6d. per £100 nominal capital. We consider that the *ad valorem* duty payable on the registration of Limited Companies should be made payable, in the case of Companies proposing forthwith to issue a prospectus, by two instalments, namely, two-fifths on registration, and three-fifths when the Company obtains the certificate that it is entitled to commence business. This would encourage the registration of Companies in that the promoters would know that, if the Company did not float, they would not have to pay the second instalment."

As far back as 1843, it is of interest to recall, one of the persons giving evidence before the Company Law Amendment Committee then sitting, stated :—

" I consider that the aggregation of capital in joint stock companies, under the control of the public themselves exclusively, has been a most material cause of our national greatness and prosperity."

If, which I believe to be the case, the dishonest director is the exception, as declared by the 1905 Committee, it would seem that directors take their duties more seriously now than their predecessors did in the " good old days." One of the witnesses who appeared before the committee which sat in 1843, averred that gourmands sought directorships for the " very superior lunches " that a certain company provided every day for its board, and he commented upon the common practice of giving dinners to shareholders at the annual or half-yearly meetings of the companies, which caused the shareholders to be unwilling to disturb the harmony of the meeting by finding fault.

Another witness expressed concern over the fact that many persons at that time were directors of a number of companies, and he gave an instance where " there were twenty individuals, and they were the same individuals more or less concerned in fifty-nine companies nominally representing £38,000,000's worth.' He stated that in his view " no man can give his attention properly speaking to six companies," and recommended legislation forbidding any man holding directorates in more than six companies.

Capitalisation.—The distribution of accumulated profits amongst the members of a company in the form of fully-paid shares is now a frequent occurrence. Prior to 1918 capitalisations of the kind were only occasionally effected, but in that year numerous companies which had either made large profits or the assets of which were set out in their balance sheets at figures much less than their then actual values distributed in shares a part or the whole of the excess in value of their assets over the amount of their issued capital and liabilities. The assets so distributed amongst the members, where they were not given the option of taking the dividend in cash, was held to be not " income," but " capital," and it was consequently not returnable for the purpose of assessment of super-tax. The popularity of the practice is to some extent attributable to this fact, but the main purpose of capitalisations is to make the amount of the issued capital of a prosperous company represent (on a conservative basis) approximately the value of the undertaking. In 1917 capitalisations to the extent of £3,456,000 were effected. In 1918 and 1919 the figures expanded to £31,857,000 and £52,192,000 respectively ; but in 1920 the amount declined to £30,344,000, and since that year there has been a considerable further diminution.

Recommendations of Committees not adopted.

It will have been observed from the quotations extracted from reports of certain of the Company Law Amendment Committees that some of the recommendations have not been acted upon. For example, capital duty has not been reduced from 5s. to 2s. 6d. per cent. ; on the contrary, it has been increased to 20s. per cent. The suggestion that where a prospectus is issued on the formation of a company only two-fifths of the capital duty should be imposed on registration of the company, the balance of three-fifths to be payable subsequently, has also been ignored. Private companies, moreover, still have to pay *ad valorem* duty (at 20s. instead of 10s. per cent.) on the transfer to them of the businesses they were formed to acquire.

Other recommendations to which I have not referred have been made which might with advantage be acted upon, but I will only stay to mention one or two of them.

The 1905 Committee recommended that Companies be permitted to issue shares at a discount (with suitable safeguards) and " strongly urged " such an amendment of the law as will provide that on a reconstruction of a Company where further capital is intended to be provided by the shareholders themselves there should be only a nominal registration fee, and that no *ad valorem* duty should be charged on the transfer of the property from the old to the new company.

This recommendation was made because the Committee felt that a company in difficulty should be afforded " a chance of making its undertaking a success."

The 1918 Committee also recommended that the issue of shares at a discount should be allowed and that when a company needs " rejuvenating " it should be spared the expense and trouble of a winding-up and reconstruction by being permitted to assess the value of its shares, dissentients to have the right to be paid out, and the remaining members to be under a further liability as in the case of a reconstruction effected in order to raise further capital. This, of course, is an alternative to the recommendation of the 1905 Committee.

Further Recommendations.

Seeing that so much of the recommendations of the Committees that have sat from time to time have been ignored by the legislature, it may be considered presumptuous for me to make further recommendations. Nevertheless, I am going to venture, by way of conclusion, to put to you some further modifications that I suggest might with advantage be made in the Companies Acts.

All prospectuses offering shares or debentures of a company, by whomsoever issued, should, I think, be required to be filed with the Registrar of Companies. As you are probably well aware, a practice has arisen under which " issuing houses " make an " offer of sale," in the form of a prospectus, of shares of another company ; but such offers not being " issued by or on behalf of a company or in relation to any intended company," do not come within s. 80 of the 1908 Act, and consequently are not required to be filed ; nor is it necessary for such an " offer," although it is for practical purposes a prospectus, to contain information on important matters which the Act requires to be disclosed in the prospectus of a company offering its own shares. Advantage is frequently taken of the opportunity thus afforded of avoiding disclosure of inconvenient details, and thus persons applying for shares in response to such offers are deprived of the safeguards which it is the intention of the Act to afford. The need for reform in this respect would appear to be pressing. This obvious suggestion has been in my mind for a long time and will not be fresh to you, seeing that the subject has been discussed in the press.

Any person making a false statement in a prospectus or intentionally failing to set out the particulars required by s. 81 should be rendered liable to a penalty. Probably the penalty should be the same as that imposed on a person making a false statement in a statement in lieu of prospectus.

The registration of all mortgages and charges of whatever character created by companies should, I suggest, in future be made compulsory. At present most mortgages and charges come within s. 93 of the 1908 Act, and therefore require registration ; but certain charges are exempt, such as charges (not given to secure debentures) on specific assets, as, for example, patents, trade marks, ships, shares, stocks, debentures, dock warrants, or other securities or negotiable instruments. As a consequence, charges are occasionally created by companies which are not recorded at the Companies Registry, and the creditors and others having the files of the companies searched for information as to their financial position are liable to gain an erroneous impression. Moreover, many doubts that now frequently occur as to the registrability of a mortgage or charge would not arise if the requirements as to registration were comprehensive.

(To be continued.)

A return issued by Scotland Yard states that 158 persons were killed in street accidents which were recorded by the Metropolitan Police during July, August and September. Of this total 140 deaths resulted from accidents in connection with mechanically propelled vehicles, and the remaining eighteen from accidents in which horse-drawn and other non-mechanically propelled vehicles were concerned. Nine of the deaths in the latter class were due to accidents to pedal bicycles. Mechanically propelled trade and commercial vehicles were responsible for forty-five deaths, private motor-cars for thirty-seven, motor-omnibuses for thirty-one, motor-cycles for seventeen, tramcars for eight, and cabs for two. In the same period the total number of accidents to persons or property, including those in which deaths occurred, was 19,263, of which 13,798 occurred to mechanically propelled vehicles and 5,465 to horse-drawn or non-mechanically propelled vehicles.

The Land Registry and Tampering with Maps.

The following report of a case affecting an application to the Land Registrar, to which we referred *ante*, p. 107, is taken from the *East Anglian Daily Times*, of the 2nd inst. :—

At the Essex Assizes, at Chelmsford, on Thursday, the 1st inst., before Mr. Justice Rowlatt, William Hart Gregson (42), estate agent, was indicted upon five counts—(1) attempting to fraudulently procure an entry upon the Register of H.M. Office of Land Registry on 8th April ; (2) forging, with intent to defraud, a deed of conveyance of a piece of land, between 9th July and 8th August ; (3) uttering the said deed well knowing the same to be forged ; (4) forging, with intent to defraud, a deed of conveyance of a piece of land between 9th July and 8th August ; (5) uttering the same deed well knowing the same to be forged.

Mr. G. F. Hohler, K.C., and Mr. Sharp were for the prosecution, and Mr. Tindal defended.

Mr. Hohler, in opening, said that in January, 1923, the prisoner applied to be registered as the absolute owner of certain land in Canvey Island, the land being described in a deed of conveyance, dated 20th December, 1916, between a Mr. Wood and prisoner. The land referred to was five plots, including a strip of land at the back of the plots. Behind the adjoining plots was a waterway. At the same time, prisoner lodged a number of other deeds, among them being two conveyances, both of the year 1906—one to Mr. Wood, the vendor to the prisoner, and the other to Mr. Hester, who was Mr. Wood's vendor. It was noticed at the Registry that a triangular strip of land, which was then coloured pink on the plan, had in the conveyances of 1916 been left white, and he was told by the Registry that he had shown no title to this strip, and could not be registered as the owner. Prisoner replied that his title to this strip of land was with other deeds. In the usual procedure, an advertisement was published, asking if there were any objections. Among the objectors were Messrs. Dennes, Lamb and Drysdale, solicitors for the Canvey Entertainment Syndicate, owners of adjoining plots. On 12th June there was a hearing before the Chief Registrar in London, when the objectors produced deeds and showed ownership of plots 120 to 126, plot 16, and also the triangular piece which on their deeds was numbered 16A. The hearing was adjourned *sine die*, with a view to a compromise, and prisoner agreed to supply copies of his documents of title. On 6th July prisoner wrote to the Land Registry and asked for the return of his deeds, so as to make the necessary copies. On 9th July all the deeds were returned to him, and later he returned them and enclosed a letter in which he said : " Another point which appears to have escaped your notice is that the irregular piece of land lying next to plot 16 was clearly conveyed by Hester to Wood in May, 1906, and by Wood to myself on 20th December, 1916." The officials at the Registry then noticed that the triangular piece of land was coloured pink, whereas previously it was uncoloured. Prisoner was written to, and he replied : " The documents have not been tampered with at my office, but have been kept with great care. They have only been out of my care at the Stationery Office, while copies were being made, and my instructions did not embrace any tinting of the plan." Counsel added that it was alleged that the prisoner fraudulently coloured that triangular piece on the plan, or caused it to be coloured.

Norman Sutcliffe, Assistant Barrister to the Chief Registrar of Land, gave evidence as to prisoner's application for the registry of land in question, accompanied by the deeds, which witness examined.

Wm. H. Enion, Surveyor at the Registry, said that he noticed that the plan on the deed of 1906 differed from that of the plan on the deed of 1916, a triangular plot being uncoloured on one. Subsequently, when the plans were again before him, he noticed that the triangular plot, originally not coloured, had been coloured, but that the colouring was different from the colouring of the other plots.

Mr. Arthur John Lamb, a member of the firm who were solicitors to the Canvey Entertainment Syndicate, gave evidence to the effect that in 1904 the triangular piece of land, 16A, was conveyed by Fredk. Hester to E. R. Fyson, and the latter conveyed it to a Mr. Chambers, the Syndicate's predecessor. In cross-examination, the witness said he understood that in the deed conveying the property to the Syndicate a strip of land between the triangular plot and a dyke was included, which was not in the previous deed.

Police-Inspector Whiting deposed to serving prisoner with the summons.

Prisoner, in the witness-box, said that he was a captain in the Army, on the Reserve list in the Royal Engineers, and served in the war. He was an architect and surveyor, and had been in practice on Canvey Island for over twenty years. He bought the plot of land in question from a Mr. Wood in 1916. He denied emphatically that he altered the plans. To the Syndicate this triangular plot was worth about £15, to the ordinary buyer about 15s. In 1922 Mr. Chambers offered him £10 for it. Cross-examined, prisoner admitted that the deeds put before the Registrar showed no title to this triangular plot. He relied on a deed, dated 19th October, 1909, and he would not admit that this piece was included in the plots belonging to the Syndicate.

His lordship, in summing up, said it was true this was only a small piece of land ; it might be a trumpery piece, and that the forgery, from one point of view, was not a very bad forgery. What was really alleged against prisoner was that he took a genuine deed and touched it up. His lordship also explained to the jury that the first count need not be gone into.

The jury found the prisoner " guilty, with no intent to defraud."

The Judge : That is not guilty.

Prisoner was thereupon discharged.

The Anglo-German Mixed Arbitral Tribunal.

The Anglo-German Mixed Arbitral Tribunal, sitting in London on the 12th inst., says *The Times*, delivered final judgment in the claim of Mrs. Dewhurst and others, all British nationals, against the German Government, awarding the claimants two sums of 651,000 marks and 13,840 marks, at the pre-war rate of exchange, together with interest, as compensation from 22nd August, 1918.

The claim arose out of the liquidation of the estate of the late Franz Briesemann (whose will was proved in 1894) which was ordered by the German Government in 1918. The respondents urged that the crediting of the proceeds of liquidation to the claimants would completely alter the rights of the parties and would disregard the provisions of the will. The Tribunal, in their judgment, said they could not hold the opinion that the rights of British nationals under the provisions of Art. 297 (*h*) could be defeated by such a contention. The Treaty gave to the British beneficiaries an indefeasible right, as a consequence of the liquidation, to receive the proceeds. The Tribunal followed the reasons given in their interlocutory decision in *Lederer* v. *The German Government* in considering how far the position of the beneficiaries was affected by the facts that the testator was a German national, that the will was a German will, and that the executors were German nationals, and they arrived at the conclusion that none of these elements could interfere with the rights of the British beneficiaries. The sole German interest encumbering the estate—the life interest of Mrs. von Bülow in the proceeds of the sale of a house at Weimar—could be eliminated by deducting from the sum the claimants were entitled to receive the capital value of Mrs. von Bülow's interest as from the date of the sale.

Final judgment was accordingly entered for the claimants, together with costs.

Impeachment in the United States.

The Times correspondent in a message from New York of 20th inst., says :—

Mr. James C. Walton, Oklahoma's picturesque Governor, was removed from office yesterday by the State Senate sitting as an Impeachment Court. On the very first charge presented, which was that he had abused his powers to parole and pardon prisoners, the vote was unanimous against him. Conviction on one count alone was enough to ensure Mr. Walton's removal ; nevertheless the Senate voted on all twenty-two counts. The Governor was found guilty on eleven and acquitted on five. The others were dismissed.

There was no evidence for the defence. Mr. Walton and his counsel retired on Saturday, after he had declared that he was being unbearably humiliated by an unfair trial. But yesterday, when the roll was being called, one of Mr. Walton's attorneys re-appeared at the counsel table and entered a formal objection to each vote of guilty as it was recorded. His motion for a new trial was denied.

The Court found Mr. Walton guilty of " padding " the State pay-roll, dispersing the grand jury, suspending the Habeas Corpus Act, issuing deficiency certificates when no deficiency existed, obstructing a special election, collecting excess campaign funds, illegally soliciting contributions and gifts, and generally of incompetence.

Lieutenant-Governor Trapp, who automatically became Governor in Mr. Walton's stead, was himself impeached in 1921 for alleged corruption in office, but the charges were quashed by the Senate.

The Times adds :—Mr. Walton was elected Governor of Oklahoma early this year, and in the normal course would have

remained in office till 1927. Usually known in his own State as "Jazz Band Jack," he was not famed far beyond its borders until he came forward to play the St. George to the Ku Klux Klan dragon. He had been elected to office on the anti-Klan "ticket," and two months ago he put the whole of Oklahoma under martial law, with the avowed object of breaking up the Klan. It was alleged, however, that he had other motives when he endeavoured to prevent a special election being held so as to prevent the Legislature meeting on its own initiative. The election took place notwithstanding that Mr. Walton gathered the State Militia and "rugged plainsmen inured to arms" at the polling booths, and his suspension and impeachment followed.

Stock Exchange Prices of certain Trustee Securities.

Bank Rate 4%. Next London Stock Exchange Settlement, Thursday, 29th November.

	Middle Price. 21st Nov.	Interest Yield. £ s. d.
English Government Securities.		
Consols 2½%	57¼	4 7 0
War Loan 5% 1929-47	100⅝	5 0 0
War Loan 4½% 1925-45	97¾	4 12 0
War Loan 4% (Tax free) 1929-42	101	3 19 0
War Loan 3½% 1st March 1928	96	3 12 6
Funding 4% Loan 1960-90	88½	4 10 6
Victory 4% Bonds (available at par for Estate Duty)	91¾	4 7 0
Conversion 3½% Loan 1961 or after	77	4 11 0
Local Loans 3% 1912 or after	66¾	4 10 6
India 5½% 15th January 1932	103	5 7 0
India 4½% 1950-55	88¼	5 2 0
India 3½%	68	5 3 0
India 3%	58	5 3 6
Colonial Securities.		
British E. Africa 6% 1946-56	113	5 6 0
Jamaica 4½% 1941-71	97	4 13 0
New South Wales 5% 1932-42	100	5 0 0
New South Wales 4½% 1935-45	93½	4 16 6
Queensland 4½% 1920-25	98	4 12 0
S. Australia 3½% 1926-36	84	4 3 0
Victoria 5% 1932-42	100	5 0 0
New Zealand 4% 1929	94¾	4 4 6
Canada 3% 1938	81	3 14 6
Cape of Good Hope 3½% 1929-49	80	4 7 0
Corporation Stocks.		
Ldn. Cty. 2½% Con. Stk. after 1920 at option of Corpn.	54½	4 12 0
Ldn. Cty. 3% Con. Stk. after 1920 at option of Corpn.	65½	4 12 0
Birmingham 3% on or after 1947 at option of Corpn.	65½	4 12 0
Bristol 3½% 1925-65	77½	4 10 0
Cardiff 3½% 1935	87½	4 0 0
Glasgow 2½% 1925-40	73½	3 8 0
Liverpool 3½% on or after 1942 at option of Corpn.	77	4 11 0
Manchester 3% on or after 1941	66½	4 10 0
Newcastle 3½% irredeemable	76	4 12 0
Nottingham 3% irredeemable	67	4 10 0
Plymouth 3% 1920-60	69	4 7 0
Middlesex C.C. 3½% 1927-47	81	4 6 6
English Railway Prior Charges.		
Gt. Western Rly. 4% Debenture	86	4 13 0
Gt. Western Rly. 5% Rent Charge	103½	4 16 6
Gt. Western Rly. 5% Preference	102	4 18 0
L. North Eastern Rly. 4% Debenture	84	4 15 0
L. North Eastern Rly. 4% Guaranteed	82½	4 17 0
L. North Eastern Rly. 4% 1st Preference	81	4 19 0
L. Mid. & Scot. Rly. 4% Debenture	85	4 14 0
L. Mid. & Scot. Rly. 4% Guaranteed	83½	4 16 0
L. Mid. & Scot. Rly. 4% Preference	81½	4 18 0
Southern Railway 4% Debenture	83½	4 16 0
Southern Railway 5% Guaranteed	102	4 18 0
Southern Railway 5% Preference	100	5 0 0

Aliens and Land Ownership in the United States.

The Times publishes the following messages from its correspondent at Washington:—

13th Nov.—The Supreme Court yesterday affirmed the constitutionality of the Alien Land Laws of the States of California and Washington, and thus ended a legal controversy which has been for years an issue on the Pacific coast. The cases before it dealt only with the question of the proposed leasing of land to ineligible aliens, but the Court boldly met the problem in all its aspects. It held that the States could, as the State of Washington had done, forbid the ownership of land to aliens eligible for citizenship, but who had not declared their intention, as well as to aliens ineligible for citizenship; or, as California had done, restrict the prohibition to aliens who had not in good faith declared their intention to become citizens.

A point of much importance is that the Court not only found that the State laws were in harmony with all the rights guaranteed under the Constitution, but denied that they in any way conflicted with the American-Japanese Treaty of Commerce and Navigation. In the first paragraph of the first Article of that Treaty, citizens or subjects of either contracting party are given the right "to own or lease and occupy houses, manufactories, and warehouses," but there is no mention of land, and the Court held that "unless the right to own or lease land is given by the Treaty no conflict can arise."

20th Nov.—Two more decisions arising out of the Alien Land Laws of the States of California and Washington were delivered by the Supreme Court yesterday. The validity of these laws had been recently affirmed by the Court, which now also holds that aliens, ineligible for citizenship, cannot own stock in a land-owning corporation and, further, that aliens who cannot own or lease land are debarred from entering into contracts with landholders for the division of crops.

The first case involved the proposed sale by an American to a Japanese of stock in an agricultural corporation, and the Supreme Court upheld the decision of the Federal Court of California, that ownership of such stock constituted an interest in agricultural lands which was prohibited by law.

In the second case, an American had contracted with a Japanese for the farming of certain land by the Japanese, the agreement providing for a division of the crops. Here the Federal Court of California had held that the contract was valid, on the ground that it did not vest in the Japanese any interest in the land, but merely made him an employee. The Supreme Court set this decision aside, holding that the cropping contract was in substance the same as the leasing of the land to an ineligible alien.

Law Students' Journal.

Calls to the Bar.

The following gentlemen and ladies were called to the Bar on Tuesday. They include Lord Shandon, ex-Lord Chancellor of Ireland, who was called by the Middle Temple:—

Lincoln's Inn.—F. C. Williams (Certificate of Honour C.L.E. Michaelmas Examination, 1923), of Aberystwyth College, University of Wales; V. G. Fisk, of Hounslow; D. Ll. Jenkins, of Balliol College, Oxford; L. J. de S. Seneviratne, LL.B., London University, cadet, Ceylon Civil Service; M. Harun-ur Rashid, Punjab University, B.A. of the London University; R. R. A. Walker, B.A., LL.B. Camb.; O. Griffiths, B.A., LL.B. Camb.; J. R. P. Maxwell, of Finnebrogue, Downpatrick, Co. Down; J. M. Pringle, B.A. Oxon, of the Indian Civil Service; Sureschandra Ghosh, M.A., B.L., Calcutta; Bidhubhusan Malik, of Allahabad University, M.A., L.L.B.; Ambalal Bhailalbhai Patel, LL.B., Bombay University; Atmaram Harischandra Kirtikar, B.A., LL.B., Bombay University; A. R. H. Canekeratne, of Colombo, Ceylon, Advocate of the Supreme Court, Ceylon.

Inner Temple.—F. W. C. Chippindale, M.A., Oxford; J. S. Young; F. S. Dove, Oxford; A. P. Webster, Oxford; A. H. K. Wilbraham-Northey, Oxford; J. C. P. Proby, B.A., Oxford; G. W. Wrangham, B.A., Oxford; R. C. Hutton, B.A., LL.B., Cambridge; J. F. C. Miller, B.A., Oxford; G. H. Rockingham Gill; G. W. McL. Henderson, B.A., LL.B., Cambridge; E. H. C. Platt, B.A., Oxford; J. Single, B.A., Oxford; R. C. C. J. Binney, B.A., Oxford; G. Freeman, London; H. W. Paton, B.A., Oxford; E. D. Rice, Oxford; F. W. Atterbury, M.A., Cambridge; V. H. Jaques; W. S. Morrison, M.A., Edinburgh.

Middle Temple.—N. C. Chatterjee, M.A., B.L., P.R.S., Calcutta (Certificate of Honour—Bar Final, Michaelmas Term); A. B. Cox; J. C. O. Clarke; F. E. Ruegg, B.A. (Cantab); R. B.

Sedgwick, M.A. (Cantab); H. W. Crosse, M.D., M.B.Ch. (Edinburgh); A. C. Indianos; G. Prasad; E. E. Thuraisingham, B.A. (Cantab); A. E. G. Terry; M. Banerjee; Diwan Shamsher Chand; K. Burke; S. P. Hayward, B.A. (Oxon) (1st Class Honours Mathematical Moderations, 2nd Class Honours Jurisprudence Final Schools); C. Sunter; E. G. Woodward, B.A., B.C.L. (Oxon); M. J. M. Doger de Speville; Maung Po Aye, B.A. (Calcutta); Fateh Singh, B.A. (Punjab (Honours) and Oxon); St. V. F. Coules, B.A. (Cantab); Maung E. Maung, B.A. (Calcutta); F. J. Camacho; Maung On Pe, B.A. (Cantab); C. W. Cox; F. T. Cox, B.A., B.C.L. (Oxon); D. P. Patravali, B.A. (Honours—Cantab); J. S. O'Byrne; Winifred N. Cocks, B.A. (London); Maria A. Westell; C. A. H. Obafemi; J. E. Ramirez de la Torre, B.A. (Sevilla), LL.D. (Prize—Madrid), member of Spanish Bar; J. Koenig; L. F. Heald, B.A. (Honours—Oxon), Litt. Hum.; R. W. Pinder; the Right Hon. Lord Shandon, Ex-Lord Chancellor of Ireland.

GRAY'S INN.—H. M. Devereux, of Bootle, Lancs; F. C. Loos, of Colombo, Ceylon; A. E. Rainbow, B.A., LL.B., Gonville and Caius College, Cambridge; A. T. Lewis, B.A., LL.B., St. Catharine's College, Cambridge; C. W. Bird, B.Sc., London, Civil Servant, Board of Trade; D. C. R. J. Evans, B.A., B.C.L., Jesus College, Oxford, Holt Scholar, Gray's Inn, 1923; Maung Ba Maw, M.A., Calcutta University; F. J. V. Sandbach, B.A., LL.B., King's College, Cambridge; Edith J. D. Morrison, M.A., Aberdeen University, Inspector, Ministry of Health (Insurance Department); H. C. Leon, B.A., LL.B., King's College, Cambridge; G. E. D. Billam, B.A., LL.B., St. Catharine's College, Cambridge; E. S. Parry, LL.B., London; W. L. T. Harvey, LL.B., London; D. C. Sinclair, B.A., Exeter College, Oxford, B.A., Western Australia, a Rhodes Scholar, of Geraldton, Western Australia; S. S. Huskisson, B.A., London; G. I. A. Watson, Civil Servant, Ministry of Labour; B. de Haan Pereira, B.A., LL.B., Clare College, Cambridge; B. B. Lieberman, M.A., Worcester College, Oxford, B.A., London, minister of the Jewish religion; S. Brassey-Edwards, B.Eng., Liverpool; J. T. Reckitt, M.C., Major, Royal Army Service Corps; V. A. H. Taylor, Major Regular Reserve of Officers; Sambu Nath Banerji, M.Sc., B.L., Calcutta University; O. H. Brown, B.A., LL.B., Bombay Univeristy; T. F. Monks, M.C., a member of the Bar in Ireland; E. Lupton, one of His Majesty's Counsel in Ireland.

Law Students Debating Society.

At a meeting of the Society held at the Law Society's Hall on Tuesday, the 20th inst., (chairman, Mr. P. S. Pitt), the subject for debate was "That this House is in favour of Imperial Preference." Mr. W. S. Jones opened in the affirmative. Mr. V. R. Aronson opened in the negative. The following members also spoke: Messrs. W. M. Pleadwell, M. C. Batten, H. Shanly, W. W. Docking, J. F. Chadwick, A. E. Johnson, R. A. Beck, W. H. Betts, junior, and P. S. Pitt. The opener having replied, the motion was lost by three votes.

The Law Society.

FINAL EXAMINATION.

The following Candidates (whose names are in alphabetical order) were successful at the Final Examination held on 29th and 30th October, 1923:—

*Adams, Sydney
Anderson, William Walter John
Arden, Eric Cuthbert, LL.B. Liverpool
Armstrong, Harold John
*Aston, James Herbert
Baily, Kenneth Lovell Macdonald
*Baker, Thomas Henry Morton
Bancroft, Leonard Guy
*Barnes, Sidney Herbert
*Baxter, James Frederic
Beatty, Charlotte Maud, B.A. London
Bell, Frederick Webster
*Bingen, Eric Albert, B.A. Oxon.
*Bolton, Robert, B.Sc. Manchester
Braithwaite, Harold Ernest
*Bray, Cyril
*Bregman, Sidney
*Bridge, Ernest Patten George
*Brockis-Warren, William, B.A. London
Brown, William Ewart
*Chapman, Horace Bailey
*Chavasse, Alban Ludovick Grant
*Chorley, Albert Cleasby, B.A. Oxon.
*Clark, Joseph Arthur
Cornford, John Edwin
Crawshaw, Charles Felix Harbord, B.A. Oxon.
Crewdson, Henry Alastair Fergusson, B.A. Oxon.
Cross, Arthur Harold
Cruttwell, Cecilia May, M.A. Oxon.
*Curjel, Alfred Rhys Groveham
*Davies, George Edward, LL.B. Wales
Davis, Thomas Anderson
Douglas, Francis Campbell Ross, M.A. Glasgow
Douglass, James Heger Wingfield
Drewett, Richard John
*Driver, Horace Owen
Earle, Walter Norwood
Evans, John Hughes
Fallon, John Reginald
*Fergusson, George Edward, LL.B. Leeds
*Formoy, Beryl Edith Rotherham
Freer, Charles Edward Jesse
*Gammage, Thomas Faulkner
*Garbutt, Robert Llewellyn
*Gardner, Reginald Eustace
*Gill, Robert Nuttall
Glover, John Gibson, M.A. Cantab.
*Gorst, Gerald Thomas
*Gowman, Herbert
*Gridley, Kenneth Eric
Grindey, Harold
*Hamer, Alexander
Hardwick, George Harold James
Hazelgrove, Henry George
Helder, George Augustus Lewis
*Herniman, William Arthur Douglas
*Hill, Richard
Hillman, Leslie Chester
*Hobley, Herbert Edward Hill
*Holder, Charles
Holland, Charles Thomas
*Hugh-Jones, Graëme Sisson
Hughes, Clifford Bowen
Hunt, Henry Holman Leslie
Husbands, John Henry
Hutcheson, James Hugh, B.A. Oxon.
Israel, Denis David Gabriel, B.A., LL.B. Cantab.
Jackson, Harry
*Johnson, Joseph
Johnston, Stephen Soane
*Jones, Edward George Arnold, B.A. Oxon.
Jones, Rees Thomas Charles, B.A. Cantab.
Jones, Thomas Robert
Keefe, Ronald Barry
King, Ernest Colston
Knowles, Arthur
Kristant, John Fish
*Lake, Wilfred Arthur
Lawrence, Philip Henry
*Lebern, Edwin Harold
Lewis, Cyril Jack
*Lewis, Rupert Robert
*Lewis, Winifred
Little, Quintin Leslie Warden, B.A., LL.B. Cantab.
*Llewellyn, Charles Thomas Rice, LL.B. London
Loncaster, Cyril, LL.B. Lond.
McArthur, Thomas
McKeag, William
*Mann, Albert Russell, LL.B. Liverpool
Marlow, Oliver Lambert
*Martin, Laurence Alfred Dunkley, LL.B. London
Mayo, Henry
*Meachin, Willoughby
Meech, George Oswald
*Miles, Ernest Vernor, LL.B. London
Mobberley, Howard Bayley
*Munro, Hector Alfred
*Neale, Denys Alfred
Nutt, George Edward Orme
*Oliver, William Cyril
*O'Shaughnessy, Brian Francis
Outen, Roland Thomas
Owen, William Dudley
*Owen, William Pryce
Pack, Charles James
Padley, Augustus Theodore
Pardoe, Cuthbert Braddy
Parker, Arthur Thursfield
Paterson, Ian Henry Bernard, B.A. Oxon.
*Pemberton, Stanley, LL.B. London
*Perkins, William Gregory
Pope, Horace Octavius Kelway
*Race, Donald
*Rayner, John William
Reeves, Arthur John
Rennie, Morgan Bowes
Richmond, William Victor
Ritchie, Isabel Marianne Crane, LL.B. Victoria
Robertson, Bernard
*Robinson, William Ellis
Robyns-Owen, Evan Eirwyn Robyns, B.A., LL.B. Wales
Rolfe, Robert John Gardner, LL.B. London
Ross, Raymond Stockdale
*Rubens, Charles, B.A., LL.B. Cantab.
Russell, Harry John
Rutherford, William
*Ryan, Henry
*Saint, Kenneth Wakelin
*St. Aubyn, John Henry Arundell Godolphin
Scott, Walter
Sheppard, Herbert James
Smith, Harry
*Smith, Vivian Edward Armitage, B.A. Oxon.
Stephens, Kathleen
Stevens, Frederick George
Storey, Bernard Donald
Stredwick, George
Sturgess, George
Sutcliffe, Norman Roberts, LL.B. Leeds
*Sword, Charles Thomas
*Symes, Thomas Alban
Teal, Cyril Lovett
*Terry, Francis Epps, B.A. Oxon.
*Tickle, Allan Stanley Whalley
*Tietjen, Catherine Charlotte
*Upperton, Reginald

*Vassall, Leonard Samuel, B.A. Oxon.
*Walker, Evelyn Degory
Walmsley, Thomas Matley
Walton, Francis Edwin
Ward, Ralph
Ward, Donald Barry
Whidborne, Bertram Seymour, B.A. Cantab.
White, Charles Frederick
White, Fred Craston
Whittingham, Richard Wilbraham
Williams, Charles Dewhurst, B.A. Oxon.
*Wills, Thomas Frederick
Woolley, William John
*Wyman-Smart, Kenneth Jackson

*These Candidates have attained the required standard of proficiency to enable them to compete for Honours.

No. of Candidates, 199. Passed, 160.

The Council have awarded the John Mackrell Prize, value about £13, to Walter Norwood Earle, who served his articles of clerkship with Sir Homewood Crawford of London.

INTERMEDIATE EXAMINATION.

The following Candidates (whose names are in alphabetical order) were successful at the Intermediate Examination held on 31st October and 1st November, 1923.

A candidate is not obliged to take both parts of the Examination at the same time.

FIRST CLASS.

Richard Austen Finn, B.A. Oxon.

PASSED.

Anderson, Charles Macfarlane
Ansell, Sydney George
Bellis, William Harold
Berth-Jones, Harold
Blyth, Margaret Joy
Booth, Joseph Edgar Wilfred
Braid, Alexander Ian
Broad, Reginald Geoffrey, B.A. Cantab.
Brough, Arthur Henry Eric
Burton, Alfred Robert Meredith
Butt, Frank Alford
Corbishley, Ernest
Denny, Percy
Dodds, James Philip
Drake, George Rodwell
Drury, Richard Kenneth
Elder, Doris Lilian
Geddes, Alastair Wilshire
Goodman, Ronald Samuel
Hobrow, Doris Mary
Holloway, John Edward, B.A. Cantab.
Hoppit, Thomas
Kelshaw, Frederick George
Levy, Israel Harris, B.A. London
Macbeth, Douglas John
Milward, Douglas Sutherland
Palframan, Stanley George
Parsons, Walter Henry
Payne, Reginald Withers
Peard, Noel Davis
Peecock, Charles Michael Ridley
Piesse, Francis Clement Roper
Pollard, Arthur Herbert
Pollock, Alexander
Pritchard, Ronald James
Smith, Francis Gould
Sprigge, William Benjamin Cooper
Trant, Edward George
Ward, Eric Walter
Whitfield, Sydney Richard
Wilson, Thomas Matthew
Wood, Dorothy
Worley, Thomas James
Yule, Thomas Christopher

The following Candidates have passed the Legal Portion only:—

Adams, Paul
Atkinson, John
Bowen, Richard Stephen
Boyes, Thomas Cyril
Broadley, Kenneth
Clare, Leonard
Considine, Stanley George Ulrick
Cox, John Charles
Cudbird, Horace Richard
Currie, James Kenneth
Cushman, Stanley William Adcock
Davies-Jenkins, John Noel
Dixon, Arthur Halstead
Draper, Robert William
Ellis, Thomas Reginald
Elman, Theodore Adolphus
Fordyce, Arthur Henry
Furlong, Edward Thomas
Glenister, Louis Oliver
Graham, John
Green, Herbert William
Gregory, Donald Martin
Hart, Louis Albert
Hart, Thomas William
Horrocks, George
Hosking, Edgar Lewarne
Hurd, Broughton Holdsworth
Kerfoot-Hughes, Thomas Arthur
Knight, Sydney Hallewell
Longfield, Maurice Hindle
Lowe, Herbert
McGahey, Arthur John
Newborn, Geoffrey Welby
Palmer, Howard
Palser, Clement Henry Ford
Parker, John William
Paterson, Richard Eric
Pattinson, William Pratt
Pennington, Richard Stanley
Reece-Jones, Lewis Vernon
Richards, David Llewellyn
Roberts, George Harold
Russ, Aubrey Gonvi O'Hara, B.A. Oxon.
Sanderson, John Gordon
Shuker, Francis, B.A. Oxon.
Slater, Arthur Deakin
Smith, Edward
Smith, James Frederick
Stirk, James William
Swann, Geoffrey Venables
Syrett, Geoffrey Herbert
Tansley, Kenneth Ewart
Tinn, Joseph
Toyne, Wystan Butler
Vaizey, Julian Colet de Horne
Vince, Charles
Wade, Charles Philip Gregory
Weale, Eric William Golman
Wells, Frederick Augustus Maxwell
Williams, Henry William Rice
Williams, John Baldwyn
Williams, William George

No. of Candidates, 196. Passed, 107.

The following Candidates have passed the Trust Accounts and Book-keeping Portion only:—

Abrahams, Eric Arthur
Adams, Charles Harold Noel, B.A. Oxon.
Adams, Geoffrey Coode
Andrewes, Lancelot Ruggles
Atchley, Wilmot Canning
Bainbridge, Peter Anthony, B.A., LL.B. Cantab.
Barkes, John Donat
Barnes, John Blissard
Berry, Alan Bruce
Blakeway, Godfrey Charles
Brooks, Edward Cecil
Brown, Arthur
Brown, Frederick William
Burder, Edward Russell, B.A. Oxon.
Butler, Richard Ambrose
Caney, Gerald Gurlitt
Carline, Francis Allen
Caswell, John Blacker, B.A. Cantab.
Chandler, Charles Arthur
Chellew, Philip James
Clark, Ernest Roy Ryder
Clarke, William Carlyle
Coke, Lionel Thales Percival, B.A. Oxon.
Collins, George Geoffrey
Collis, John Harry Neild, B.A. Cantab.
Crombie, Donald Griff
Danbury, Ernest Francis Leslie
Davidson, James Keith
Devonshire, Norman George
Dibdin, Edward John
Edwards, John Bowen
Ellis, Thomas William Ray
Ford, Mortimer Noel
Forward, Francis Charles Miller
Froud, Percival Foskett
Gittleson, David, LL.B. Leeds
Greenop, Jasper Robertson
Griffith, James Allix Wager
Harrisson, John Arthur Edward
Hart, Philip Brian
Harvey, Percy Sydney
Hayward, Percy George
Heeley, Tom
Heilbut, Max Herbert, B.A., LL.B. Cantab.
Herington, Sydney Davis, B.A. Oxon.
Hilton, Edward Ernest Wren
Hopkins, Ronald Broughton, B.A., LL.B. Cantab.
Johnson, George Geoffrey Floyd, B.A. Cantab.
Johnson, John Hubert
Johnston, Thomas Kenneth, M.A., LL.B. Cantab.
Johnston, Walter Williams
Jones, Hugh Emlyn, LL.B. Manchester
Jones, Oswald Walker
Jones, Richard Frederick
Kerman, Isidore
Leviansky, Wilhelmina Telfer
Mallard, John
Maw, Frederick Graham, B.A. Cantab.
Miller, Sidney Tomsett, B.A., LL.B. Cantab.
Morton, John Aylmer Fitz-Hardinge, B.A. Cantab.
Mudford, Harold Ernest
Mullis, Frederick Lionel
Newborn, George Rupert
Norris, Cyril Scriven, B.A. Oxon.
Nutt, Richard Evan, LL.B. Leeds
O'Callaghan, Louis John
Owen, William David
Perkins, William George
Pettitt, Henry Laurence, B.A., LL.B. Cantab.
Platt, Walwin Douglas, LL.B. Liverpool
Plowman, Harry
Poole, Leslie Frederick
Poppleweli, Peter
Porter, Norman Wilfred
Powell, Gordon Duff
Raisman, John, B.A., LL.B. Leeds
Randall, Philip Finch
Ratcliffe, Jocelyn Vivian
Richardson, Frank Clement
Rickards, Hedley Joseph, B.A. LL.B. Cantab.
Rigden, Kenneth George
Roberts, Geoffrey Bamford, LL.B. Manchester
Rogers, John Lloyd, M.A. Cantab.
Roney, Ernest John, B.A. Oxon.
Salinger, Cecil Gerald Furnivall, B.A., LL.B. Cantab.
Sanderson, Irvin Thistlethwaite
Silburn, Laurence, M.A. Cantab.
Simmonds, Cyril Frederick
Simon, Ronald Montagu, B.A., LL.B. Cantab.
Smart, Arthur
Smith, Cicely Plumbe
Smith, Francis Armitage, B.A. Oxon.
Smith, Henry Gilbertson
Smith, Sidney Ronald Hughe B.A. Oxon.
Staple, Kenneth Harry

Stephens, Donald Henry
Stevenson, Donald Ralph William
Stuchbery, Thomas Alan
Swan, Iola Blanche Winfield
Swift, Geoffrey Herbert, B.A. Cantab.
Swift, James Gutch
Taylor, Edward Athol William
Taylor, William Cecil, B.A., LL.B. Manchester
Thomas, George Herbert Frederick
Thomson, Philip Gardner
Trotter, Jack
Turner, Lewis Durrant
Webb, Charles John
Westlake, John Dennis
White, Eric Vivian, B.A., LL.B. Cantab.
Wilkinson, Roy Alston
Williams, Lewis Erskine Wyndham, B.A. Oxon.
Williams, William Meirion, B.A., LL.B. Cantab.
Wilson, Richard Ridley
Young, Albert Edwin

No. of Candidates, 214. Passed, 160.

By Order of the Council.

Law Society's Hall, Chancery Lane, London, W.C.2, 3rd November, 1922.

E. R. COOK, *Secretary.*

Legal News.

Information Required.

Any Solicitor who may have prepared a **WILL** for **HENRY THOMAS CARNEGIE KNOX,** a Lieutenant (retired) of The Royal Navy, who died at Sea View, in the Isle of Wight, on the 18th October last, or who may know of any Will made by him, is requested to communicate with the under-named Solicitors for the surviving brothers of the deceased, Messrs. Scames, Edwards and Jones, at Lennox-house, Norfolk-street, Strand, London, W.C.2.

Dissolutions.

GEORGE NICOL and PHILIP STEWART NICOL, Solicitors, 27 Ely Place, City of London (Nicol, Son & Nicol), 9th day of November. [*Gazette*, 16th Nov.

MARTIN WOOSNAM and EDMOND JOHN DAY O'CONNELL, Solicitors, Newtown, Welshpool, Llanfair, Caereinion, in the County of Montgomery (Martin Woosnam & Co.), this 26th day of June, 1923.

[*Gazette*, 20th Nov.

General.

A Reuter's message from Norfolk (Virginia), of 20th November, says: Captain W. B. Latham, master of the British schooner "Pesaquid," which was seized on 31st July off the coast of North Carolina, with 1,500 cases of liquor on board, according to the court records, has been sentenced to six months' imprisonment and a fine of 500 dollars (approximately £100). Two members of the crew were fined 500 dollars each.

From *The Times* of 10th November, 1823 :—

In our law report there will be found matter worthy of deep consideration. The verdict of "guilty" brought in a short time ago against Messrs. Harvey and Chapman—the first editor, the second printer of a weekly journal called the *Sunday Times*—for a libel, in stating that his Most Gracious Majesty was afflicted with mental derangement, produced a certain diversity of sentiment throughout the country. . . . A motion was made on Saturday last, to set aside the former verdict in the above case, and to grant a new trial. . . . The motion was refused, the several Judges of the Court of King's Bench delivering their reasons *seriatim*. Mr. Justice Best delivered on this occasion a longer opinion than that of the other Judges: but the length at which he spoke is the least remarkable peculiarity in his address. . . . "He (Justice Best) was strongly inclined to think (though he did not mean to decide that point), that even if the statement" (respecting his Majesty) "had been true, it would have been criminal to state it thus publicly before the regular constituted authorities thought fit to disclose it to the world. . . ." This *dictum* of the learned Judge, thus hung up *in terrorem* over the press, does in other words affirm that no editor has a right to publish what the King's Ministers choose to conceal. . . . We protest against any Judge who shall decide on his responsibility, as Mr. Justice Best is here reported to have extra-judicially done, that a King's Minister is the judge of what it shall be lawful for a British editor to publish.

The Select Committee on the Taxation of Betting held its last meeting on Thursday, the 15th inst., when Mr. Cautley, the chairman, presented his draft report, which was outlined in *The Times* of that date.

Mr. Isaac Foot presented a second draft report which opposed a tax of the kind suggested; but by a majority of two it was decided to give Mr. Cautley's report a second reading.

Sir George Hamilton then moved a resolution that a tax on betting was both practicable and desirable, but that in view of the dissolution the Committee could not deal with all the details. An amendment was moved to strike out that part of the resolution which declared that the tax was desirable, and several Unionists joined with Liberals and the Labour representatives in supporting the amendment, which was carried by a majority of four. The first fifteen clauses of the draft report, which were mainly of a historical character, were then adopted.

While it was decided to suggest that the work should be completed by a further Committee to be appointed by the next Parliament, it was generally felt, says *The Times*, that the whole proposal had now died a natural death.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	Emergency Rota.	Appeal Court No. 1.	Mr. Justice Eve.	Mr. Justice Romer.
Monday Nov. 26	Mr. Hicks Beach	Mr. Ritchie	Mr. Ritchie	Mr. Synge
Tuesday 27	Bloxam	Synge	Synge	Ritchie
Wednesday 28	More	Hicks Beach	Ritchie	Synge
Thursday 29	Jolly	Bloxam	Synge	Ritchie
Friday 30	Ritchie	More	Ritchie	Synge
Saturday Dec. 1	Synge	Jolly	Synge	Ritchie

Date.	Mr. Justice Tomlin.	Mr. Justice Russell.	Mr. Justice Astbury.	Mr. Justice P. O. Lawrence
Monday Nov. 26	Mr. Bloxam	Mr. Hicks Beach	Mr. Jolly	Mr. More
Tuesday 27	Hicks Beach	Bloxam	More	Jolly
Wednesday 28	Bloxam	Hicks Beach	Jolly	More
Thursday 29	Hicks Beach	Bloxam	More	Jolly
Friday 30	Bloxam	Hicks Beach	Jolly	More
Saturday Dec. 1	Hicks Beach	Bloxam	More	Jolly

From *The Times* of 20th November, 1823: The proceedings in the Court of King's Bench yesterday, on Lloyd, a clergyman's impeding Thurtell's course of defence, will be read with extreme interest, as well as the affidavit on the subject. It does not appear, so far as we can see by the motion, that the other magistrates were concerned in this absurd act, further than inasmuch as they conceded or suffered the assumption of their powers by one unfit man. Lloyd, it should seem, though actually a justice of the peace, violates all decorum and feeling, not by visiting the prison only, as the law would enjoin, but by almost living in it. . . . It is said that the gate-bell of the prison having been rung (probably by some idle fellows who had need of better employment, if it were but that of the tread-mill for a week or two), guards, patrols, horse and foot, guns, pistols, swords, and rattles have been established in endless variety in and round the gaol. Really it is a pity that the prisoners cannot be transferred to Newgate, where they might be kept without any difficulty or fuss till the time of trial, which must now in all probability be delayed for there is so much absurdity at Hertford, that even the criminal jurisdiction of the country, so awful in itself, is rendered ridiculous by it.

Winding-up Notices.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

CREDITORS MUST SEND IN THEIR CLAIMS TO THE LIQUIDATOR AS NAMED ON OR BEFORE THE DATE MENTIONED.

London Gazette.—FRIDAY, November 16.

MID-AFRICAN & OVERSEAS PROPERTIES LTD. Nov. 27. Alfred Williams, 57, Palace-st., Westminster.

MIDDLETON STEAMSHIP CO. LTD. Nov. 30. Martin Laverick, Company's Office, York Chambers, Sunderland.

THE REPTON GAS LIGHT & COKE CO. LTD. Dec. 20. Thomas E. Auden, The Manor, Burton-on-Trent.

THE GRANGE PALACE OF VARIETIES LTD. Dec. 17. M. C. L. Hodgson, 22A, Highgate, Kendal.

SWIFT, OGDEN & WOOD LTD. Dec. 31. A. C. Bowden, 29, Corporation-st., Manchester.

N. V. DAGG LTD. Dec. 15. Alan J. Gray, 3, Manor-pl., Sunderland.

THE ACME TONE ENGRAVING AND PRINTING CO. LTD. Dec. 7. R. Howie Porter, Austin Friars House, Austin Friars.

London Gazette.—TUESDAY, November 20.

EASTERN FISHING COMPANY LTD. Dec. 31. Walter F. Harris, Bank Chambers, Parliament-st., Hull.

PIMLOTT & HALLEY LTD. Dec. 24. W. T. Bell, 40, Kennedy-st., Manchester.

THE NORTH HEREFORDSHIRE FARMERS CO-OPERATIVE SOCIETY (6,485 R. Hereford) LTD. Dec. 15. Leslie H. Ball, 22, Broad-st., Hereford.

ALBERT DENHAM LTD. Dec. 16. William P. Barnfield, The Bridge, Walsall.

HARWIN & CO. LTD. Dec. 22. Ernest H. Stringer, 28, Basinghall-st., E.C.2.

THE COLONIAL PROVISION CO. (NEW TREDEGAR) LTD. Dec. 28. R. Wilson Bartlett, 24, Bridge-st., Newport, Mon.

HART AND VENTURA CO. LTD. Dec. 6. William P. Barnfield, The Bridge, Walsall.

Resolutions for Winding-up Voluntarily.

London Gazette.—FRIDAY, November 16.

The Tindall Drill & Engineering Co Ltd.
Freeman May & Co. Ltd.
Myer Nathan Ltd.
Waferleaf Gelatine Ltd.
The Midland Arc Electric Welding Co. Ltd.
Swift, Ogden & Wood Ltd.
Alan Evans Ltd.
Tramaseurs Ltd.
Birmingham Specialities Ltd.
Englebert Tyres and Products (West of England) Ltd.
The Hessler Shipping Co. Ltd.
Scott's Starter Syndicate Ltd.
Wighton & Partners Ltd.
The Alpha Steam Trawling Co. Ltd.
Electric Traction Developments Ltd.
Tug Boats Ltd.
E. C. Lewis Foundry Ltd.
Hargreave & Nusseys Ltd.
Charles Hooper & Co. Ltd.
W. & H. Motor Co. Ltd.
Mobility Ltd.
The Western Newspaper Co. Ltd.
Bristol & District Amalgamated Engineering Union Club & Institute Ltd.
Mid-African & Overseas Properties Ltd.
East Gloucestershire Agricultural Automobile Engineering Co. Ltd.
The Weymouth Syndicate Ltd.

Bankruptcy Notices.

RECEIVING ORDERS.

London Gazette.—FRIDAY, November 16.

ALEXANDER, A., Stockwell, Fishmonger. High Court. Pet. Sept. 10. Ord. Nov. 12.

ALLEN, ROBERT J. G. H., Torquay, Coal Merchant. Exeter. Pet. Nov. 13. Ord. Nov. 13.

ANTONIAKI, EUGENIO, Abertillery, Refreshment Bar Proprietor. Tredegar. Pet. Nov. 14. Ord. Nov. 14.

AUSTIN, JAMES, Great Grimsby, Chemist. Great Grimsby. Pet. Oct. 23. Ord. Nov. 12.

BATE, CHARLES R., Mold, Farmer. Chester. Pet. Nov. 2. Ord. Nov. 13.

BERRY, GEORGE, Bulkington, Warwick, Baker. Coventry. Pet. Nov. 12. Ord. Nov. 12.

BEVAN, MARY E., Abermule, Grocer. Newtown. Pet. Nov. 12. Ord. Nov. 12.

BLOMLEY, WILLIAM, Radcliffe, Lancs, Joiner. Bolton. Pet. Nov. 14. Ord. Nov. 14.

BOGGIS, ROWLAND H. G., Lowestoft, Greengrocer. Great Yarmouth. Pet. Nov. 14. Ord. Nov. 14.

CAMPBELL, GERALD V., Gloucester-terrace. High Court. Pet. Sept. 20. Ord. Nov. 13.

CHILD, ARTHUR C., Rothwell, I.R. Tax Clerk. Northampton. Pet. Nov. 13. Ord. Nov. 13.

CLIFFEN & CO., W. D., Hayden-st., Minories. High Court. Pet. Oct. 27. Ord. Nov. 12.

COHEN, Captain, Maida Vale. High Court. Pet. Sept. 21. Ord. Nov. 12.

EDWARDS, EDGAR, Godalming, Cycle and Motor Engineer. Guildford. Pet. Nov. 14. Ord. Nov. 14.

EMMETT & CO., Shepherd's Bush, Builders. High Court. Pet. Oct. 8. Ord. Nov. 12.

EVANS, CHARLES, Borough Green, Kent. Tunbridge Wells. Pet. Oct. 19. Ord. Nov. 12.

FIELD, W., Brixton, Tea Merchant. High Court. Pet. Oct. 12. Ord. Nov. 12.

FINEGOLD, A. M., Notting Hill. High Court. Pet. Oct. 17. Ord. Nov. 13.

FRIESNER, L. and S., Broughton, Salford, Rainproof Garment Manufacturers. Salford. Pet. Oct. 22. Ord. Nov. 14.

GILLING, A. J., Westcliff-on-Sea, Builder. Chelmsford. Pet. Oct. 13. Ord. Nov. 12.

GORMAN, ALICE, Manchester. Manchester. Pet. Nov. 14. Ord. Nov. 14.

GOTTLEIB, ESTHER, Croydon. Croydon. Pet. Oct. 16. Ord. Nov. 13.

GRIFFIN, FRANK, Bourne. Farmer. Peterborough. Pet. Nov. 14. Ord. Nov. 14.

HANLEY, TOM, Batley, Painter. Dewsbury. Pet. Nov. 1. Ord. Nov. 13.

HARVEY, HERBERT, Liverpool, Commercial Traveller. Liverpool. Pet. Nov. 12. Ord. Nov. 12.

HEAFY, JOHN, Macclesfield, Baker. Macclesfield. Pet. Nov. 14. Ord. Nov. 14.

HILLIER, JOHN A., Swansea, Electrical Engineer. Swansea. Pet. Nov. 12. Ord. Nov. 12.

HILLMAN, SOLOMON, Tooting, Wholesale Tailor. Wandsworth. Pet. Nov. 13. Ord. Nov. 13.

HOLLAND, WILLIAM S., Lowestoft, Wholesale Fish Merchant. Great Yarmouth. Pet. Nov. 12. Ord. Nov. 12.

HUNT, E., Langport, Baker. Yeovil. Pet. Nov. 9. Ord. Nov. 13.

HUTCHINSON, LEONARD H., Boroughbridge, Engineer. Harrogate. Pet. Nov. 13. Ord. Nov. 13.

INGHAM, WALKER, Leicester, Boot Manufacturer. Leicester. Pet. Oct. 27. Ord. Nov. 12.

LONG, WILLIAM H., St. Tudy, near Bodmin, Labourer. Truro. Pet. Nov. 9. Ord. Nov. 9.

MANLEY, MARGARET S., Southport. Liverpool. Pet. Nov. 12. Ord. Nov. 12.

MARSHALL, FLORENCE, Great Grimsby, Draper. Great Grimsby. Pet. Nov. 13. Ord. Nov. 13.

MILES, DAVID J., Treorchy, Glam., Temporary Postman. Pontypridd. Pet. Nov. 12. Ord. Nov. 12.

MURRAY, THOMAS E., Stoke Newington, Oil and Colourman. High Court. Pet. Nov. 12. Ord. Nov. 12.

NEWMAN, BERNARD, Liverpool, Cinema Manager. Liverpool. Pet. Oct. 23. Ord. Nov. 14.

NORTHCOTE, SAMUEL, Outwood, Collier. Bolton. Pet. Nov. 14. Ord. Nov. 14.

OATES, WILLIAM F., Retford, Mineral Merchant. Lincoln. Pet. Oct. 11. Ord. Nov. 12.

OLDS, MABEL H., Southville, Bristol, Confectioner. Bristol. Pet. Nov. 13. Ord. Nov. 13.

PIGGOTT, FRANK, Wallington. Croydon. Pet. Oct. 1. Ord. Nov. 13.

POCKLINGTON, ERNEST J., Kingston-upon-Hull, Florist. Kingston-upon-Hull. Pet. Oct. 24. Ord. Nov. 14.

PUGH, CHARLES H., Camberwell, Builder. High Court. Pet. Nov. 12. Ord. Nov. 12.

ROSE, ALBERT E., Bedford, Pork Butcher. Bedford. Pet. Nov. 12. Ord. Nov. 12.

SACKS, RACHEL, Salford, Retail Clothier. Salford. Pet. Oct. 23. Ord. Nov. 14.

SCOTT, JOHN W., Halifax, Motor Cycle Dealer. Halifax. Pet. Nov. 14. Ord. Nov. 14.

SEDDON, FREDERICK M., Wallasey, Chester, Tailor. Liverpool. Pet. Nov. 12. Ord. Nov. 12.

SHINGLES, JOHN, Blackpool, Grocer. Blackpool. Pet. Oct. 20. Ord. Nov. 9.

SIMPSON, HARRY, and SIMPSON, JOHN T., Halifax, Brassfounders. Halifax. Pet. Nov. 14. Ord. Nov. 14.

SMITH, EDGAR W., Eastbourne, Dairyman. Eastbourne. Pet. Oct. 19. Ord. Nov. 12.

SPRUCE, SAMUEL, Penygraig, Plumber. Pontypridd. Pet. Nov. 14. Ord. Nov. 14.

STRONG, JOHN W., Cramlington, Smallholder. Newcastle-upon-Tyne. Pet. Nov. 9. Ord. Nov. 9.

TALBOT, CHARLOTTE, Bradford, Licensed Victualler. Bradford. Pet. Nov. 13. Ord. Nov. 13.

TETLEY, MAXWELL, Whitchurch, Oxford. Portsmouth Pet. Oct. 12. Ord. Nov. 12.

WAGSTAFF, HUBERT, Haxey, Lincs., Fish and Fruit Merchant. Lincoln. Pet. Nov. 13. Ord. Nov. 13.

WATKINSON, FRANK, Scarborough, Fish Dealer. Scarborough. Pet. Oct. 31. Ord. Nov. 13.

WHEATLEY, JOHN R., Great Grimsby, Firewood Merchant. Great Grimsby. Pet. Nov. 13. Ord. Nov. 13.

WILLIAMS, JOHN L., Rhyl, Wholesale Confectioner. Bangor. Pet. Nov. 12. Ord. Nov. 12.

WRIGHT, EDMUND, Rainhill, Lancs., Solicitor. Liverpool. Pet. Oct. 15. Ord. Nov. 12.

WYATT, WILLIAM, Cosham, Hants, Retired Grocer. Portsmouth. Pet. Nov. 12. Ord. Nov. 12.

London Gazette.—TUESDAY, November 20.

ASSITER, ROLAND, Ramsgate, Coach Builder. Canterbury. Pet. Oct. 25. Ord. Nov. 17.

BABER, WILLIAM J., Melton Mowbray, Hotel Proprietor. Leicester. Pet. Nov. 16. Ord. Nov. 16.

BARBER, ROBERT, Great Grimsby, Master of Fishing Vessel. Great Grimsby. Pet. Nov. 16. Ord. Nov. 16.

BENTLEY, STANLEY A., Scarborough. Scarborough. Pet. Nov. 3. Ord. Nov. 16.

BERGMAN, FRANCES, South Molton-st. High Court. Pet. April 27. Ord. Nov. 16.

BEST, FREDERICK J., Exeter, General Hawker. Exeter. Pet. Nov. 16. Ord. Nov. 16.

BETTS, ARTHUR E., Lowestoft, Furniture Dealer. Great Yarmouth. Pet. Nov. 17. Ord. Nov. 17.

BOND, WILLIAM, Royton, Lancs, Newsagent. Oldham. Pet. Nov. 1. Ord. Nov. 16.

BREMER, F. J., Bury-ct., St. Mary Axe, Broker. High Court. Pet. Oct. 23. Ord. Nov. 12.

BUTTERWORTH, JOHN W., St. Annes-on-Sea. Blackpool. Pet. Nov. 14. Ord. Nov. 14.

CLARKE & SON, GEORGE, Nuneaton, Greengrocers. Coventry. Pet. Oct. 24. Ord. Nov. 15.

COUTTS, H., Cardiff, Film Hirer. Cardiff. Pet. Oct. 18. Ord. Nov. 13.

CRADOCK, D., Ruislip. Windsor. Pet. June 21. Ord. Nov. 16.

DAVIES, CLARENCE V., Kingston-upon-Hull, Dance Promoter. Kingston-upon-Hull. Pet. Nov. 16. Ord. Nov. 16.

DAVIS, EDWIN, Earley, Berks. Reading. Pet. Nov. 1. Ord. Nov. 17.

DODD, FREDERICK J., Crewe, General Dealer. Nantwich. Pet. Nov. 15. Ord. Nov. 15.

EARNSHAW, WILLIAM H., Huddersfield, Joiner. Huddersfield. Pet. Nov. 15. Ord. Nov. 15.

ECCLES, FREDERICK, Great Portland-st. High Court. Pet. May 9. Ord. Nov. 16.

EVISON, WALTER S., Middlesbrough, Cycle Agent. Middlesbrough. Pet. Nov. 16. Ord. Nov. 16.

GINTY, ANNIE, Willington, Durham, Milliner. Durham. Pet. Nov. 16. Ord. Nov. 16.

HANSON, WALTER, Burnley. Burnley. Pet. Oct. 30. Ord. Nov. 16.

HARRISON, THOMAS E., Preston, Commission Agent. Preston. Pet. Nov. 17. Ord. Nov. 17.

HAYWOOD, MARTIN, Victoria-st. High Court. Pet. Aug. 4. Ord. Nov. 14.

HERRIDGE, FRANK E., Henley-on-Thames, Florist. Reading. Pet. Nov. 17. Ord. Nov. 17.

HILL, JESSIE, Streatham. Wandsworth. Pet. Oct. 22. Ord. Nov. 15.

HUTT, BRYAN, Wadesmill, nr. Ware. Hertford. Pet. Aug. 16. Ord. Nov. 13.

JORDAN, EDMUND A., Strand. High Court. Pet. Aug. 1. Ord. Nov. 14.

KENDALL, SIDNEY, Great Grimsby, Fish Merchants' Manager. Great Grimsby. Pet. Nov. 17. Ord. Nov. 17.

LEVY, JOSEPH M., Hove, Clothing Traveller. Brighton. Pet. Nov. 16. Ord. Nov. 16.

LOVELOCK, WILLIAM L., Kingston-upon-Hull, Builder. Kingston-upon-Hull. Pet. Nov. 17. Ord. Nov. 17.

MAXWELL, JAMES G., High Holborn. High Court. Pet. Oct. 15. Ord. Nov. 14.

MILLER, JOSEPH, Stockport, Grocer. Stockport. Pet. Nov. 17. Ord. Nov. 17.

MILLS, RYE, Manchester, Roller Leather Dresser. Manchester. Pet. Oct. 23. Ord. Nov. 15.

O'NEIL, JAMES W., Lancaster, Furniture Dealer. Preston. Pet. Nov. 16. Ord. Nov. 16.

PARKER, ARTHUR J. H., Leicester, Boot Manufacturer. Leicester. Pet. Nov. 16. Ord. Nov. 16.

PLUMMER, ERNEST, Dalston. High Court. Pet. Oct. 18. Ord. Nov. 15.

SALMON, HARRY A., and GIBLET, FERNAND, Middle-st., E.C., Importers of Millinery Materials and Silks. High Court. Pet. Nov. 14. Ord. Nov. 14.

SANDERS, MARY A. H., Thornbury, Devon, Licensed Victualler. Barnstaple. Pet. Nov. 16. Ord. Nov. 16.

SCHWARTZ, HARRY, Hackney, Cloth Merchant. High Court. Pet. Oct. 22. Ord. Nov. 15.

SIMEONE, PASQUALE, Caerau, nr. Bridgend, Confectioner. Cardiff. Pet. Nov. 15. Ord. Nov. 15.

SIMMONS, HERBERT G., Bradford, Grocer. Bradford. Pet. Nov. 17. Ord. Nov. 17.

SIMON, ADOLPH, Whitechapel. High Court. Pet. Oct. 22. Ord. Nov. 15.

STANION, E., and CHAMBERS, A., Hackney. High Court. Pet. June 7. Ord. Oct. 27.

WAITE, GEORGE, Bexhill, Engineer. Hastings. Pet. Aug. 21. Ord. Nov. 15.

WORDLEY, ELMER G., Brentwood, Dairy Farmer. Chelmsford. Pet. Nov. 16. Ord. Nov. 16.
Amended Notice substituted for that published in the *London Gazette* of November 2, 1923.

WILLIAMS, WILLIAM H., Coventry, Furniture Dealer. Coventry. Pet. Oct. 29. Ord. Oct. 29.